

7.4 **Compensation for 8XX Traffic**

- 7.4.1 Compensation for 8XX Traffic. Each Party shall pay the other the appropriate switched access charges set forth in the BellSouth intrastate or interstate switched access tariffs. Texas Homotel will pay BellSouth the database query charge as set forth in the BellSouth intrastate or interstate switched access tariffs as applicable.
- 7.4.2 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.
- 7.4.3 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing (TFD) to Texas Homotel requires interconnection from Texas Homotel to BellSouth's 8XX Signal Channel Point (SCP). Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. Texas Homotel shall establish SSS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Texas Homotel desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.

7.5 **Mutual Provision of Switched Access Service**

- 7.5.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or in which the Parties' Switched Access Services are used for the origination or termination of the call, shall not be considered Local Traffic or ISP-bound Traffic.
- 7.5.2 If the BellSouth end user chooses Texas Homotel as their presubscribed IXC, or if the BellSouth end user uses Texas Homotel as an IXC on a 101XXXX basis, BellSouth will charge Texas Homotel the appropriate BellSouth tariff charges for originating switched access services.
- 7.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating,

switched access charges as set forth in BellSouth's Intrastate or Interstate Access Services Tariff, as appropriate.

- 7.5.4 When Texas Hometel's end office switch provides an access service connection to or from an IXC by a direct trunk group to the IXC utilizing BellSouth facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by Texas Hometel as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. The parties shall utilize a thirty (30) day billing period.
- 7.5.4.1 When Texas Hometel's end office subtends the BellSouth Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via BellSouth's Access Tandem switch, BellSouth, as the tandem company agrees to provide to Texas Hometel, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.
- 7.5.5 BellSouth, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.
- 7.5.6 BellSouth, as the tandem provider company, agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 7.5.7 Any claims against BellSouth, as the tandem provider company, for unbillable or uncollectible revenue should be filed with the tandem provider company within 120 days of the usage date.
- 7.5.8 BellSouth, as the tandem provider company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

7.5.9 Texas Homotel agrees not to deliver switched access traffic to BellSouth for termination except over Texas Homotel ordered switched access trunks and facilities.

7.6 **Transit Traffic**

7.6.1 BellSouth shall provide tandem switching and transport services for Texas Homotel's Transit Traffic. Rates for local Transit Traffic and ISP-bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between Texas Homotel and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between Texas Homotel and Wireless Type 2A or a third party CLEC utilizing BellSouth switching shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or a third party CLEC utilizing BellSouth switching have the capability to properly meet-point-bill in accordance with MECAB guidelines.

7.6.2 The delivery of traffic that transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees. BellSouth agrees to deliver Transit Traffic to the terminating carrier; provided, however, that Texas Homotel is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to Texas Homotel. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic, Texas Homotel shall reimburse BellSouth for such costs. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

8. **FRAME RELAY SERVICE INTERCONNECTION**

8.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and Texas Homotel's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service in those states in which Texas Homotel is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between Texas Homotel and BellSouth Frame Relay Switches in the same LATA.

8.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service

point(s) of interconnection (IP(s)) within the LATA. All IPs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's GSST except as set forth in this Attachment.

- 8.3 Upon the request of either Party, such interconnection will be established where BellSouth and Texas Homotel have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.
- 8.4 The Parties agree to provision local and intraLATA Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the IPs.
- 8.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:
- 8.5.1 If the data packets originate and terminate in locations in the same LATA, and are consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local (Local VC).
- 8.5.2 If the originating and terminating locations of the two-way packet data traffic are not in the same LATA, the traffic on that VC is interLATA (InterLATA VC).
- 8.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, Texas Homotel may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies Texas Homotel that it has found that this method does not adequately represent the PLCU.
- 8.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.
- 8.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and Texas Homotel will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Texas Homotel will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of Texas Homotel's PLCU.

- 8.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and Texas Hometel will pay, the total non-recurring and recurring charges for the NNI port. Texas Hometel will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by Texas Hometel's PLCU.
- 8.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).
- 8.8 For the PVC segment between the Texas Hometel and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.
- 8.9 Compensation for PVC rate elements will be calculated as follows:
- 8.9.1 If Texas Hometel orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the Texas Hometel Frame Relay switch, BellSouth will invoice, and Texas Hometel will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and Texas Hometel Frame Relay switches. If the VC is a Local VC, Texas Hometel will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to Texas Hometel for the PVC segment.
- 8.9.2 If BellSouth orders a Local VC connection between a Texas Hometel subscriber's PVC segment and a PVC segment from the Texas Hometel Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and Texas Hometel will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and Texas Hometel Frame Relay switches. If the VC is a Local VC, Texas Hometel will then invoice and BellSouth will pay the total non-recurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to Texas Hometel for the PVC segment.
- 8.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth FCC No. 1.
- 8.9.3.1 If Texas Hometel requests a change, BellSouth will invoice and Texas Hometel will pay a Feature Change charge for each affected PVC segment.

- 8.9.3.2 If BellSouth requests a change to a Local VC, Texas Hometel will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.
- 8.9.4 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
- 8.9.5 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service, Managed Shared Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth FCC No. 1.
- 8.10 Texas Hometel will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per Section 8.5.3 above.
- 8.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1.

9. ORDERING CHARGES

- 9.1 The terms, conditions and rates for Ordering Charges are as set forth in FCC Tariff for Access Service Records.

Exhibit B

Basic Architecture

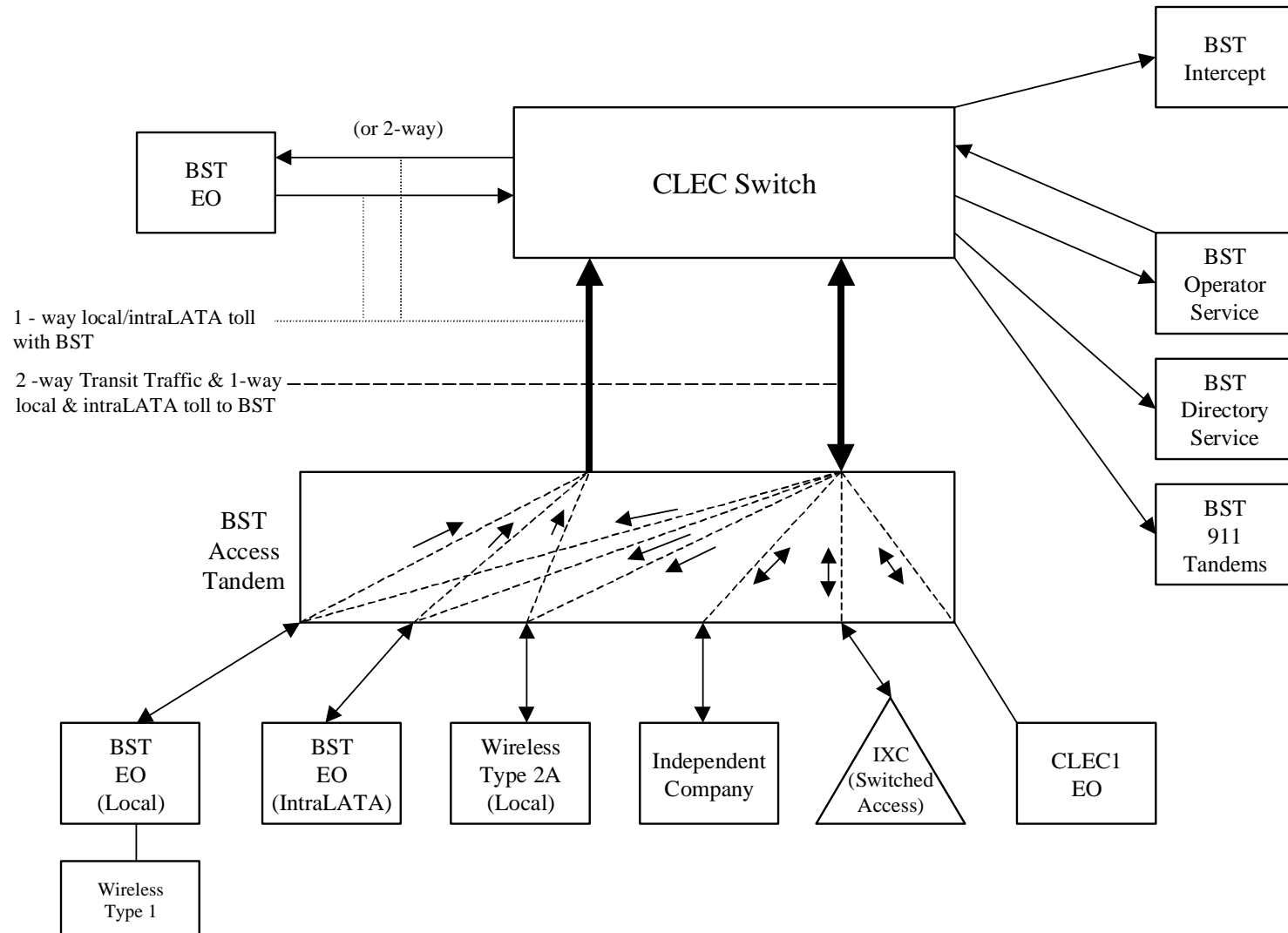


Exhibit C

One-Way Architecture

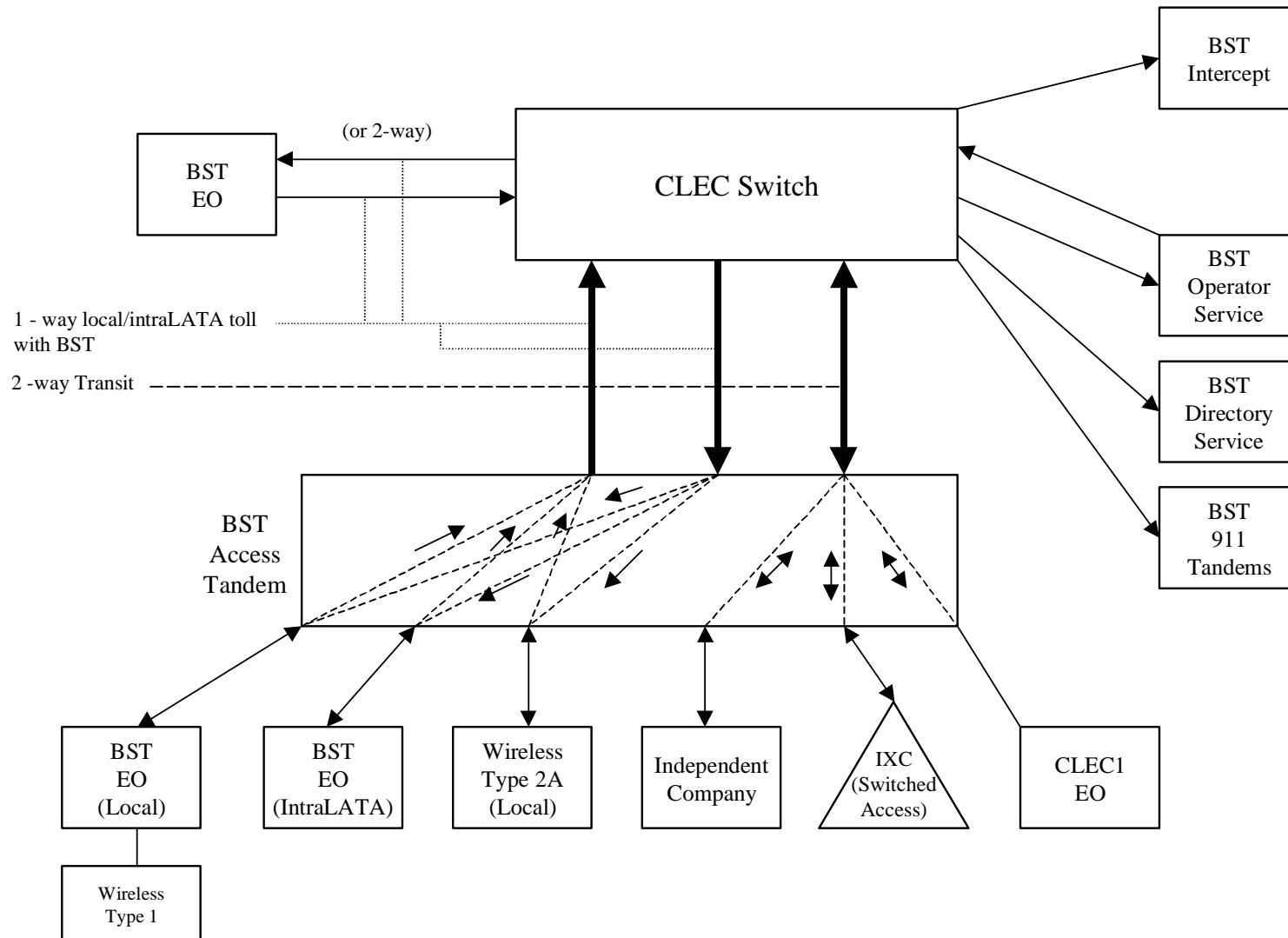


Exhibit D

Two-Way Architecture

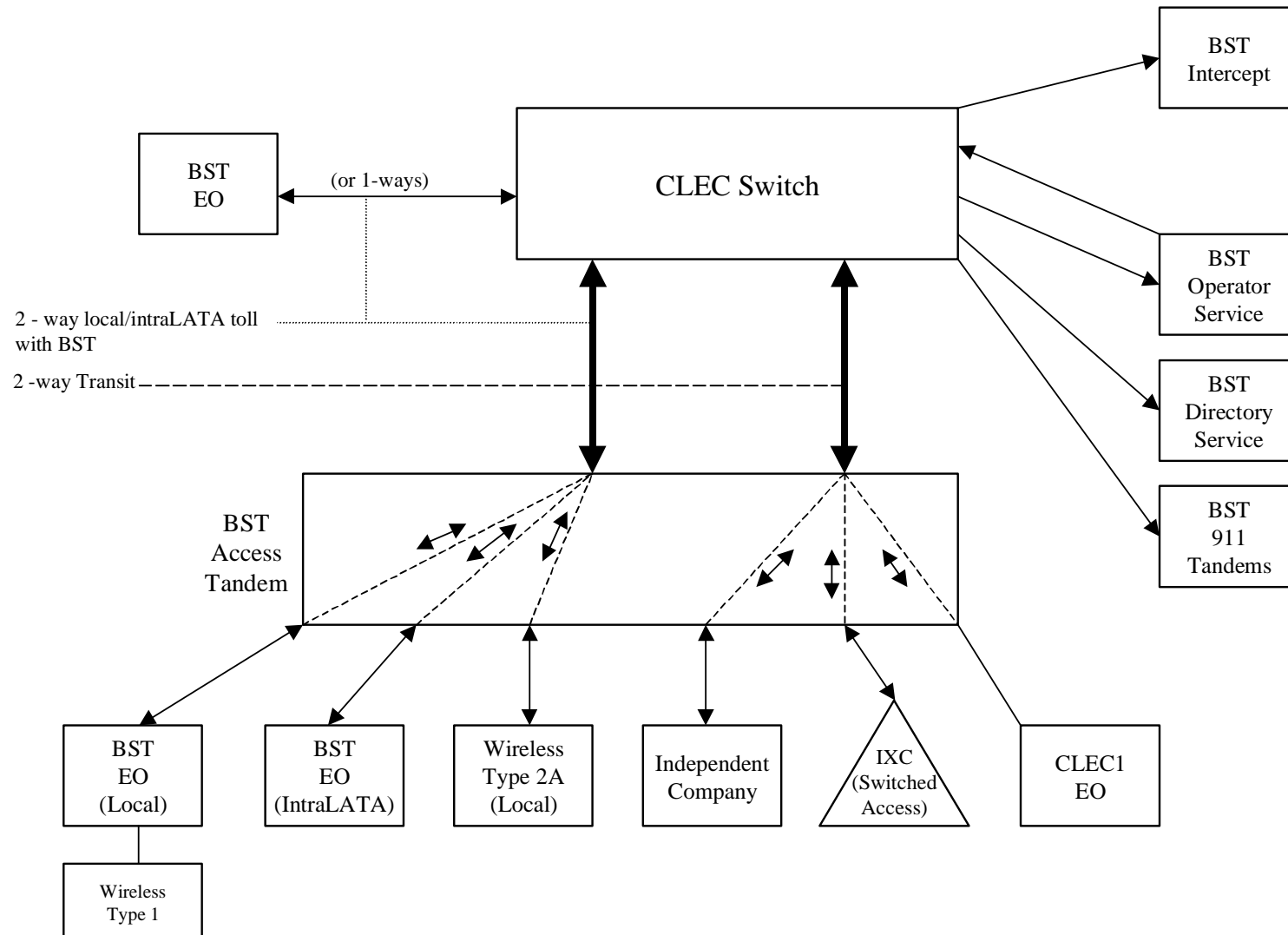
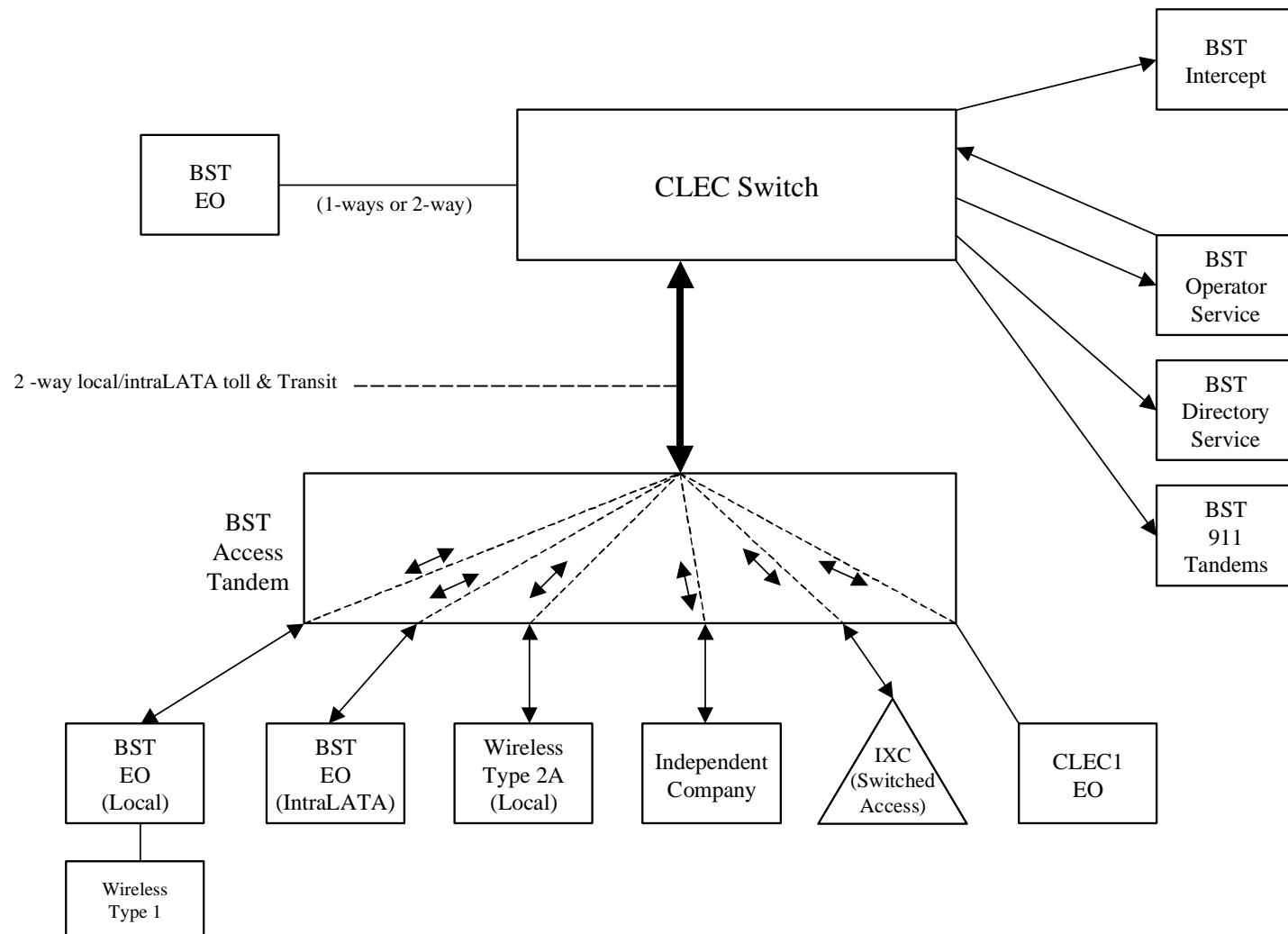


Exhibit E

Supergroup Architecture



LOCAL INTERCONNECTION - Alabama											Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
									Recurring	Nonrecurring	Nonrecurring	OSS Rates(\$)				
									First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
						OHD			0.0005692bk							
						OHD			0.0005692bk							
						OHD			0.0015							
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
						OHD	TPP++		333.69	56.91						
						OHD	TDE0P	0.00								
						OH1 OH1MS	TDE1P	0.00								
						OHD	TDW0P	0.00								
						OH1 OH1MS	TDW1P	0.00								
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
						OHD			0.0000026bk							
						OHD			0.0003685bk							
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
						OHL, OHM	1L5NF	0.0101								
						OHL, OHM	1L5NF	24.15	54.82		13.79					
						OHL, OHM	1L5NK	0.0101								
						OHL, OHM	1L5NK	17.28	54.82		13.79					
						OHL, OHM	1L5NK	0.0101								
						OHL, OHM	1L5NK	17.28	54.82		13.79					
						OH1, OH1MS	1L5NL	0.2067								
						OH1, OH1MS	1L5NL	68.75	163.61		28.88					
						OH3, OH3MS	1L5NM	4.67								
						OH3, OH3MS	1L5NM	804.02	325.51		116.91					
LOCAL CHANNEL - DEDICATED TRANSPORT																
						OHL, OHM	TEFV2	15.96	386.19	66.33	73.28	6.39				
						OHL, OHM	TEFV4	17.06	387.06	67.20	74.22	7.33				
						OH1	TEFHG	41.52	354.94	307.43	44.38	30.52				
						OH3	TEFHJ	476.04	903.03	527.87	238.97	167.16				
LOCAL INTERCONNECTION MID-SPAN MEET																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
						OH1MS	TEFHG	0.00	0.00							
						OH3MS	TEFHJ	0.00	0.00							
MULTIPLEXERS																
						OH1, OH1MS	SATN1	122.50	182.08	125.14	21.07	19.58				
						OH3, OH3MS	SATNS	201.37	356.28	187.94	66.51	63.65				
						OH1, OH1MS	SATCO	15.39	13.15	9.43						
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																

LOCAL INTERCONNECTION - Florida														Attachment: 3		Exhibit: A					
CATEGORY	RATE ELEMENTS						Interi m	Zon e	BCS	USOC	RATES(\$)				Svc Order Submitte d Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
											Recurring	Nonrecurring		Nonrecurring		OSS Rates(\$)					
												First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																					
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																					
TANDEM SWITCHING																					
								OHD				0.0006019bk									
								OHD				0.0006019bk									
								OHD				0.0015									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																					
TRUNK CHARGE																					
								OHD	TPP++			336.43	57.38								
								OHD	TDE0P			0.00									
								OH1 OH1MS	TDE1P			0.00									
								OHD	TDW0P			0.00									
								OH1 OH1MS	TDW1P			0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																					
COMMON TRANSPORT (Shared)																					
								OHD				0.0000035bk									
								OHD				0.0004372bk									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																					
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																					
								OHL, OHM	1L5NF			0.0091									
								OHL, OHM	1L5NF			25.32	31.78		7.03						
								OHL, OHM	1L5NK			0.0091									
								OHL, OHM	1L5NK			18.44	31.78		7.03						
								OHL, OHM	1L5NK			0.0091									
								OHL, OHM	1L5NK			18.44	31.78		7.03						
								OH1, OH1MS	1L5NL			0.1856									
								OH1, OH1MS	1L5NL			88.44	98.47		19.05						
								OH3, OH3MS	1L5NM			3.87									
								OH3, OH3MS	1L5NM			1,071.00	219.28		70.56						
LOCAL CHANNEL - DEDICATED TRANSPORT																					
								OHL, OHM	TEFV2			21.94	265.84	46.97	37.63	4.00					
								OHL, OHM	TEFV4			22.81	266.54	47.67	44.22	5.33					
								OH1	TEFHG			35.28	216.65	183.54	24.30	16.95					
								OH3	TEFHJ			531.91	556.37	343.01	139.13	96.84					
LOCAL INTERCONNECTION MID-SPAN MEET																					
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																					
								OH1MS	TEFHG			0.00	0.00								
								OH3MS	TEFHJ			0.00	0.00								
MULTIPLEXERS																					
								OH1, OH1MS	SATN1			146.77	101.42	71.62	11.09	10.49					
								OH3, OH3MS	SATNS			211.19	199.28	118.64	40.34	39.07					
								OH1, OH1MS	SATCO			13.76	10.07	7.08							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																					

LOCAL INTERCONNECTION - Georgia													Attachment: 3		Exhibit: A					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
										Recurring	Nonrecurring		Nonrecurring		OSS Rates(\$)					
											First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																				
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																				
TANDEM SWITCHING																				
								OHD			0.0011009bk									
								OHD			0.0011009bk									
								OHD			0.0015									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																				
TRUNK CHARGE																				
								OHD	TPP++		333.28	56.84								
								OHD	TDE0P	0.00										
								OH1 OH1MS	TDE1P	0.00										
								OHD	TDW0P	0.00										
								OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																				
COMMON TRANSPORT (Shared)																				
								OHD			0.000008bk									
								OHD			0.0004152bk									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																				
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																				
								OHL, OHM	1L5NF	0.0222										
								OHL, OHM	1L5NF	17.07	36.08									
								OHL, OHM	1L5NK	0.0222										
								OHL, OHM	1L5NK	16.45	36.08									
								OHL, OHM	1L5NK	0.0222										
								OHL, OHM	1L5NK	16.45	36.08									
								OH1, OH1MS	1L5NL	0.4523										
								OH1, OH1MS	1L5NL	78.47	111.75									
								OH3, OH3MS	1L5NM	2.72										
								OH3, OH3MS	1L5NM	788.00	330.77									
LOCAL CHANNEL - DEDICATED TRANSPORT																				
								OHL, OHM	TEFV2	13.91	382.95	62.40								
								OHL, OHM	TEFV4	14.99	368.44	64.05								
								OH1	TEFHG	38.36	356.15	312.89								
								OH3	TEFHJ	515.91	639.50	426.31								
LOCAL INTERCONNECTION MID-SPAN MEET																				
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																				
								OH1MS	TEFHG	0.00	0.00									
								OH3MS	TEFHJ	0.00	0.00									
MULTIPLEXERS																				
								OH1, OH1MS	SATN1	126.22	198.22	123.59								
								OH3, OH3MS	SATNS	182.04	280.66	195.33								
								OH1, OH1MS	SATCO	11.02	12.02	8.66								
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																				

LOCAL INTERCONNECTION - Louisiana													Attachment: 3		Exhibit: A					
CATEGORY	RATE ELEMENTS						Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
											Recurring	Nonrecurring		Nonrecurring		OSS Rates(\$)				
											First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																				
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																				
TANDEM SWITCHING																				
	Tandem Switching Function Per MOU								OHD		0.0005507bk									
	Multiple Tandem Switching, per MOU (applies to intial tandem only)								OHD		0.0005507bk									
	Tandem Intermediary Charge, per MOU*								OHD		0.0015									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																				
TRUNK CHARGE																				
	Installation Trunk Side Service - per DS0								OHD	TPP++	334.94	56.98								
	Dedicated End Office Trunk Port Service-per DS0**								OHD	TDE0P	0.00									
	Dedicated End Office Trunk Port Service-per DS1**								OH1 OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**								OHD	TDW0P	0.00									
	Dedicated Tandem Trunk Port Service-per DS1**								OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																				
COMMON TRANSPORT (Shared)																				
	Common Transport - Per Mile, Per MOU								OHD		0.0000032bk									
	Common Transport - Facilities Termination Per MOU								OHD		0.0003748bk									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																				
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																				
	Interoffice Channel - Dedicated Transport - 2W VG - Per Mile per mo								OHL, OHM	1L5NF	0.013									
	Interoffice Channel - Dedicated Transport- 2W VG - Facility Termination per mo								OHL, OHM	1L5NF	22.60	26.62								
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per mo								OHL, OHM	1L5NK	0.013									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per mo								OHL, OHM	1L5NK	15.61	26.62								
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per mo								OHL, OHM	1L5NK	0.013									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per mo								OHL, OHM	1L5NK	15.61	26.62								
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per mo								OH1, OH1MS	1L5NL	0.2652									
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per mo								OH1, OH1MS	1L5NL	70.47	79.44								
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per mo								OH3, OH3MS	1L5NM	6.04									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per mo								OH3, OH3MS	1L5NM	850.45	158.05								
LOCAL CHANNEL - DEDICATED TRANSPORT																				
	Local Channel - Dedicated - 2W VG per mo								OHL, OHM	TEFV2	18.32	187.51	32.21							
	Local Channel - Dedicated - 4W VG per mo								OHL, OHM	TEFV4	19.41	187.94	32.63							
	Local Channel - Dedicated - DS1 per mo								OH1	TEFHG	39.18	172.34	149.27							
	Local Channel - Dedicated - DS3 Facility Termination per mo								OH3	TEFHJ	469.44	438.46	256.30							
LOCAL INTERCONNECTION MID-SPAN MEET																				
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																				
	Local Channel - Dedicated - DS1 per mo								OH1MS	TEFHG	0.00	0.00								
	Local Channel - Dedicated - DS3 per mo								OH3MS	TEFHJ	0.00	0.00								
MULTIPLEXERS																				
	Channelization - DS1 to DS0 Channel System								OH1, OH1MS	SATN1	105.09	88.41	60.76							
	DS3 to DS1 Channel System per mo								OH3, OH3MS	SATNS	201.48	172.99	91.25							
	DS3 Interface Unit (DS1 COCI) per mo								OH1, OH1MS	SATCO	11.78	6.39	4.58							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																				

LOCAL INTERCONNECTION - Mississippi													Attachment: 3		Exhibit: A					
CATEGORY	RATE ELEMENTS						Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
											Recurring	Nonrecurring		Nonrecurring		OSS Rates(\$)				
												First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																				
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																				
TANDEM SWITCHING																				
	Tandem Switching Function Per MOU								OHD			0.0005379bk								
	Multiple Tandem Switching, per MOU (applies to intial tandem only)								OHD			0.0005379bk								
	Tandem Intermediary Charge, per MOU*								OHD			0.0015								
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																				
TRUNK CHARGE																				
	Installation Trunk Side Service - per DS0								OHD	TPP++			334.11	56.98						
	Dedicated End Office Trunk Port Service-per DS0**								OHD	TDE0P	0.00									
	Dedicated End Office Trunk Port Service-per DS1**								OH1 OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**								OHD	TDW0P	0.00									
	Dedicated Tandem Trunk Port Service-per DS1**								OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																				
COMMON TRANSPORT (Shared)																				
	Common Transport - Per Mile, Per MOU								OHD			0.0000026bk								
	Common Transport - Facilities Termination Per MOU								OHD			0.0004541bk								
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																				
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																				
	Interoffice Channel - Dedicated Transport - 2W VG - Per Mile per mo								OHL, OHM	1L5NF	0.0098									
	Interoffice Channel - Dedicated Transport- 2W VG - Facility Termination per mo								OHL, OHM	1L5NF	22.52	27.57		7.11						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per mo								OHL, OHM	1L5NK	0.0098									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per mo								OHL, OHM	1L5NK	15.68	27.57		7.11						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per mo								OHL, OHM	1L5NK	0.0098									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per mo								OHL, OHM	1L5NK	15.68	27.57		7.11						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per mo								OH1, OH1MS	1L5NL	0.201									
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per mo								OH1, OH1MS	1L5NL	57.33	82.28		14.90						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per mo								OH3, OH3MS	1L5NM	4.76									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per mo								OH3, OH3MS	1L5NM	641.90	163.70		60.29						
LOCAL CHANNEL - DEDICATED TRANSPORT																				
	Local Channel - Dedicated - 2W VG per mo								OHL, OHM	TEFV2	14.91	194.22	33.36	37.79	3.30					
	Local Channel - Dedicated - 4W VG per mo								OHL, OHM	TEFV4	15.99	194.66	33.80	38.27	3.78					
	Local Channel - Dedicated - DS1 per mo								OH1	TEFHG	36.83	178.50	154.61	22.89	15.74					
	Local Channel - Dedicated - DS3 Facility Termination per mo								OH3	TEFHJ	413.87	454.13	264.47	123.23	86.19					
LOCAL INTERCONNECTION MID-SPAN MEET																				
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																				
	Local Channel - Dedicated - DS1 per mo								OH1MS	TEFHG	0.00	0.00								
	Local Channel - Dedicated - DS3 per mo								OH3MS	TEFHJ	0.00	0.00								
MULTIPLEXERS																				
	Channelization - DS1 to DS0 Channel System								OH1, OH1MS	SATN1	102.85	91.57	62.94	10.87	10.10					
	DS3 to DS1 Channel System per mo								OH3, OH3MS	SATNS	170.63	179.17	94.52	34.30	32.82					
	DS3 Interface Unit (DS1 COCI) per mo								OH1, OH1MS	SATCO	12.96	6.62	4.74							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																				

LOCAL INTERCONNECTION - North Carolina													Attachment: 3		Exhibit: A	
CATEGORY		RATE ELEMENTS	Inte rim	Zon e	BCS	USOC	RATES(\$)	Svc Order Submitte d Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
							Recurring	Nonrecurring First	Nonrecurring Add'l	OSS Rates(\$)						
										SOMEC	SOMAN	SOMAN	SOMAN			
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
		Tandem Switching Function Per MOU			OHD		0.0012bk									
		Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0012bk									
		Tandem Intermediary Charge, per MOU*			OHD		0.0015									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
		Installation Trunk Side Service - per DS0			OHD	TPP++		333.54	56.88							
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00									
		Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00									
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00									
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
		Common Transport - Per Mile, Per MOU			OHD		0.00001bk									
		Common Transport - Facilities Termination Per MOU			OHD		0.00034bk									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
		Interoffice Channel - Dedicated Transport - 2W VG - Per Mile per mo			OHL, OHM	1L5NF	0.0282									
		Interoffice Channel - Dedicated Transport- 2W VG - Facility Termination per mo			OHL, OHM	1L5NF	18.00	52.58								
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per mo			OHL, OHM	1L5NK	0.0282									
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per mo			OHL, OHM	1L5NK	17.40	52.58								
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per mo			OHL, OHM	1L5NK	0.0282									
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per mo			OHL, OHM	1L5NK	17.40	52.58								
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per mo			OH1, OH1MS	1L5NL	0.5753									
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per mo			OH1, OH1MS	1L5NL	71.29	163.75								
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per mo			OH3, OH3MS	1L5NM	12.98									
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per mo			OH3, OH3MS	1L5NM	720.38	579.55								
LOCAL CHANNEL - DEDICATED TRANSPORT																
		Local Channel - Dedicated - 2W VG per mo			OHL, OHM	TEFV2	14.82	553.80	89.69							
		Local Channel - Dedicated - 4W VG per mo			OHL, OHM	TEFV4	15.87	562.23	92.67							
		Local Channel - Dedicated - DS1 per mo			OH1	TEFHG	35.68	534.48	462.69							
		Local Channel - Dedicated - DS3 Facility Termination per mo			OH3	TEFHJ	498.87	562.25	527.88							
LOCAL INTERCONNECTION MID-SPAN MEET																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
		Local Channel - Dedicated - DS1 per mo			OH1MS	TEFHG	0.00	0.00								
		Local Channel - Dedicated - DS3 per mo			OH3MS	TEFHJ	0.00	0.00								
MULTIPLEXERS																
		Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	146.69	197.78	140.06							
		DS3 to DS1 Channel System per mo			OH3, OH3MS	SATNS	233.10	403.97	234.40							
		DS3 Interface Unit (DS1 COCI) per mo			OH1, OH1MS	SATCO	16.07	13.09	9.38							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																

LOCAL INTERCONNECTION - South Carolina													Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS						Interi m	Zon e	BCS	USOC	RATES(\$)		Svc Order Submitte d Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
													</					

LOCAL INTERCONNECTION - Tennessee														Attachment: 3		Exhibit: A				
CATEGORY	RATE ELEMENTS					Inter im	Zon e	BCS	USOC	RATES(\$)				Svc Order Submitte d Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
										Recurring	Nonrecurring		Nonrecurring		OSS Rates(\$)					
											First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																				
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																				
TANDEM SWITCHING																				
								OHD			0.0009778bk									
								OHD			0.0009778bk									
								OHD			0.0015									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																				
TRUNK CHARGE																				
								OHD	TPP++		334.29	57.01								
								OHD	TDE0P	0.00										
								OH1 OH1MS	TDE1P	0.00										
								OHD	TDW0P	0.00										
								OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																				
COMMON TRANSPORT (Shared)																				
								OHD			0.0000064bk									
								OHD			0.0003871bk									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																				
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																				
								OHL, OHM	1L5NF	0.0174										
								OHL, OHM	1L5NF	18.58	17.37		3.51							
								OHL, OHM	1L5NK	0.0174										
								OHL, OHM	1L5NK	17.98	17.37		3.51							
								OHL, OHM	1L5NK	0.0174										
								OHL, OHM	1L5NK	17.98	17.37		3.51							
								OH1, OH1MS	1L5NL	0.3562										
								OH1, OH1MS	1L5NL	77.86	76.27		14.99							
								OH3, OH3MS	1L5NM	2.34										
								OH3, OH3MS	1L5NM	848.99	176.56		105.91							
LOCAL CHANNEL - DEDICATED TRANSPORT																				
								OHL, OHM	TEFV2	19.43	199.33	24.16	54.81	4.80						
								OHL, OHM	TEFV4	20.56	201.53	24.83	55.52	5.51						
								OH1	TEFHG	40.99	277.35	233.26	33.18	22.30						
								OH3	TEFHJ	611.30	595.37	304.50	215.82	151.15						
LOCAL INTERCONNECTION MID-SPAN MEET																				
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																				
								OH1MS	TEFHG	0.00	0.00									
								OH3MS	TEFHJ	0.00	0.00									
MULTIPLEXERS																				
								OH1, OH1MS	SATN1	80.77	141.87	77.11	44.47	42.62						
								OH3, OH3MS	SATNS	222.98	308.03	108.47	6.34	4.23						
								OH1, OH1MS	SATCO	17.58	6.07	4.66								
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																				

Attachment 4

Physical Collocation

BELLSOUTH
PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 The rates, terms, and conditions contained within this Attachment shall only apply when Texas Homotel is physically collocated as a sole occupant or as a Host within a Premise location pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter “Premises”). This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth are leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.
- 1.2 Right to Occupy. BellSouth shall offer to Texas Homotel collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the FCC. Subject to the rates, terms and conditions of this Attachment where space is available and it is technically feasible, BellSouth will allow Texas Homotel to occupy that certain area designated by BellSouth within a BellSouth Premise, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by Texas Homotel and agreed to by BellSouth (hereinafter “Collocation Space”). The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s).
- 1.2.1 Neither BellSouth nor any of BellSouth’s affiliates may reserve space for future use on more preferential terms than those set forth below.
- 1.2.1.1 In all states other than Florida, the size specified by Texas Homotel may contemplate a request for space sufficient to accommodate Texas Homotel’s growth within a two-year period.
- 1.2.1.2 In the state of Florida, the size specified by Texas Homotel may contemplate a request for space sufficient to accommodate Texas Homotel’s growth within an eighteen (18) month period.
- 1.3 Space Allocation. BellSouth shall attempt to accommodate Texas Homotel's requested preferences if any. In allocating Collocation Space, BellSouth shall not materially increase Texas Homotel's cost or materially delay Texas Homotel's occupation and use of the Collocation Space, shall not assign Collocation Space that will impair the quality of service or otherwise limit the service the Texas Homotel wishes to offer, and shall not reduce unreasonably the total space available for physical collocation or preclude unreasonably physical collocation within the Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocator; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or by another carrier; or (f) essential for

the administration and proper functioning of BellSouth's Premises. BellSouth may segregate collocation space and require separate entrances in accordance with FCC rules.

- 1.4 Space Reclamation. In the event of space exhaust within a Central Office Premise, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. Texas Hometel will be responsible for any justification of unutilized space within its space, if the appropriate Commission requires such justification.
- 1.5 Use of Space. Texas Hometel shall use the Collocation Space for the purposes of installing, maintaining and operating Texas Hometel's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of telecommunications services, as specifically set forth in this Attachment. The Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.6 Rates and Charges. Texas Hometel agrees to pay the rates and charges identified in Exhibit C attached hereto.
- 1.7 If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less National holidays will be excluded.
- 1.8 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Availability Report

- 2.1 Upon request from Texas Hometel, BellSouth will provide a written report (Space Availability Report) describing in detail the space that is available for collocation and specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Premises.
 - 2.1.1 The request from Texas Hometel for a Space Availability Report must be written and must include the Premises street address, as identified in the LERG, and Common Language Location Identification (CLLI) code of the Premises. CLLI code information is located in the NECA Tariff FCC No. 4.
 - 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premise within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time

for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify Texas Hometel and inform Texas Hometel of the time frame under which it can respond.

3. Collocation Options

3.1 Cageless. BellSouth shall allow Texas Hometel to collocate Texas Hometel's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Texas Hometel to have direct access to Texas Hometel's equipment and facilities. BellSouth shall make cageless collocation available in single bay increments. Except where Texas Hometel's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Texas Hometel must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.

3.2 Caged. At Texas Hometel's expense, Texas Hometel may arrange with a Supplier certified by BellSouth (Certified Supplier) to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, Texas Hometel and Texas Hometel's Certified Supplier must comply with the more stringent local building code requirements. Texas Hometel's Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with Texas Hometel and provide, at Texas Hometel's expense, the documentation, including existing building architectural drawings, enclosure drawings, and specifications required and necessary for Texas Hometel to obtain the zoning, permits and/or other licenses. Texas Hometel's Certified Supplier shall bill Texas Hometel directly for all work performed for Texas Hometel pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Texas Hometel's Certified Supplier. Texas Hometel must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Texas Hometel's locked enclosure prior to notifying Texas Hometel. Upon request, BellSouth shall construct the enclosure for Texas Hometel.

3.2.1 BellSouth may elect to review Texas Hometel's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. Notification to Texas Hometel indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if Texas Hometel has indicated its desire to construct its own enclosure. If Texas Hometel's Initial Application does not indicate its desire to construct its own enclosure, but its subsequent firm order does indicate its desire to construct its own enclosure, then

notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review Texas Hometel's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's guidelines and specifications, as applicable. BellSouth shall require Texas Hometel to remove or correct within seven (7) calendar days at Texas Hometel's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

- 3.3 Shared Caged Collocation. Texas Hometel may allow other telecommunications carriers to share Texas Hometel's caged collocation arrangement pursuant to terms and conditions agreed to by Texas Hometel (Host) and other telecommunications carriers (Guests) and pursuant to this Section, except where the BellSouth Premise is located within a leased space and BellSouth is prohibited by said lease from offering such an option. Texas Hometel shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Texas Hometel that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and Texas Hometel.
- 3.3.1 Texas Hometel, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide Texas Hometel with a proration of the costs of the collocation space based on the number of collocators and the space used by each with a minimum charge of one (1) bay/rack per Host/Guest. In all states other than Florida, and in addition to the foregoing, Texas Hometel shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement of Guest. In Florida the Guest may directly submit initial and additional equipment placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Initial or Subsequent Application Fee, as set forth in Exhibit C, which will be charged to the Host.
- 3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services and access to unbundled network elements (UNEs). The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 Texas Hometel shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of

Texas Hometel's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent collocation arrangements (Adjacent Arrangement) on the Premises' property, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises' property. The Adjacent Arrangement shall be constructed or procured by Texas Hometel and in conformance with BellSouth's design and construction specifications. Further, Texas Hometel shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.
- 3.4.1 Should Texas Hometel elect Adjacent Collocation, Texas Hometel must arrange with a Certified Supplier to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, Texas Hometel and Texas Hometel's Certified Supplier must comply with the more stringent local building code requirements. Texas Hometel's Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Texas Hometel's Certified Supplier shall bill Texas Hometel directly for all work performed for Texas Hometel pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Texas Hometel's Certified Supplier. Texas Hometel must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Texas Hometel's locked enclosure prior to notifying Texas Hometel.
- 3.4.2 Texas Hometel must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review Texas Hometel's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth may inspect the Adjacent Arrangement during and after construction to confirm it is constructed according to the submitted plans and specifications. BellSouth shall require Texas Hometel to remove or correct within seven (7) calendar days at Texas Hometel's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications.
- 3.4.3 Texas Hometel shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (HVAC), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At Texas Hometel's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. In Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC. Texas Hometel's Certified Supplier shall be responsible, at Texas Hometel's

expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.

- 3.5 Co-Carrier Cross Connect (CCXC). The primary purpose of collocating CLEC equipment is to interconnect with BellSouth's network or access BellSouth's UNEs for the provision of telecommunications services. BellSouth will permit Texas Hometel to interconnect between its virtual or physical collocation arrangements and those of another collocated CLEC whose Agreement contains rates, terms and conditions for CCXC language. At no point in time shall Texas Hometel use the Collocation Space for the sole or primary purpose of cross connecting to other CLECs.
- 3.5.1 The CCXC shall be provisioned through facilities owned by Texas Hometel. Such connections to other carriers may be made using either optical or electrical facilities. Texas Hometel may deploy such optical or electrical connections directly between its own facilities and the facilities of other CLEC(s) without being routed through BellSouth equipment. Texas Hometel may not selfprovision CCXC on any BellSouth distribution frame, Pot Bay, DSX or LGX. Texas Hometel is responsible for ensuring the integrity of the signal.
- 3.5.2 Texas Hometel shall be responsible for providing written authorization to BellSouth from the other CLEC prior to installing the CCXC. Texas Hometel must use a BellSouth Certified Supplier to place the CCXC. There will be a recurring charge per linear foot of common cable support structure used. Texas Hometel-provisioned CCXC shall utilize common cable support structure. In the case of two contiguous caged collocation arrangements, Texas Hometel may have the option of constructing its own dedicated support structure.
- 3.5.3 To order CCXCs Texas Hometel must submit an Initial Application or Subsequent Application. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXC, as defined in Exhibit C, will apply. If modifications in addition to the placement of CCXCs are requested, the Initial Application or Subsequent Application Fee will apply.

4. Occupancy

- 4.1 BellSouth will notify Texas Hometel in writing that the Collocation Space is ready for occupancy (Space Ready Date). Texas Hometel will schedule and complete an acceptance walk through of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying Texas Hometel that the collocation space is ready for occupancy. In the event that Texas Hometel fails to complete an acceptance walk through within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by Texas Hometel and billing will commence on the sixteenth day after BellSouth releases the collocation space. Texas Hometel must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, Texas Hometel's

telecommunications equipment will be deemed operational when cross connected to BellSouth's network for the purpose of service provisioning.

- 4.2 **Termination of Occupancy.** In addition to any other provisions addressing termination of occupancy in this Agreement, Texas Homotel may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate Texas Homotel's right to occupy the Collocation Space in the event Texas Homotel fails to comply with any provision of this Agreement.

- 4.2.1 Upon termination of occupancy, Texas Homotel at its expense shall remove its equipment and other property from the Collocation Space. Texas Homotel shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of Texas Homotel's Guests, unless Texas Homotel's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. Texas Homotel shall continue payment of monthly fees to BellSouth until such date as Texas Homotel, and if applicable Texas Homotel's Guest, has fully vacated the Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should Texas Homotel or Texas Homotel's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of Texas Homotel or Texas Homotel's Guest at Texas Homotel's expense and with no liability for damage or injury to Texas Homotel's property or Texas Homotel's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of Texas Homotel's right to occupy Collocation Space, Texas Homotel shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by Texas Homotel except for ordinary wear and tear, unless otherwise agreed to by the Parties. Texas Homotel's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Central Office Record Drawings and ERMA Records. Texas Homotel shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits, power cables, etc.), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

- 5.1 **Equipment Type.** BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's UNEs in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premise must be for interconnection to BellSouth's network or for access to BellSouth's UNEs in the provision of telecommunications services.

- 5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support CLEC network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.
- 5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on Texas Hometel's failure to comply with this Section.
- 5.1.3 Texas Hometel shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that Texas Hometel submits an application for terminations that exceed the total capacity of the collocated equipment, Texas Hometel will be informed of the discrepancy and will be required to submit a revision to the application.
- 5.2 Texas Hometel shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises.
- 5.3 Texas Hometel shall place a plaque or other identification affixed to Texas Hometel's equipment necessary to identify Texas Hometel's equipment, including a list of emergency contacts with telephone numbers.
- 5.4 Entrance Facilities. Texas Hometel may elect to place Texas Hometel-owned or Texas Hometel-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault, which are physically accessible by both Parties. Texas Hometel will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into

the splice location. Texas Hometel will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth, which will extend from the splice location to Texas Hometel's equipment in the Collocation Space. In the event Texas Hometel utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Texas Hometel must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Texas Hometel is responsible for maintenance of the entrance facilities. At Texas Hometel's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point.

- 5.4.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premise where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide Texas Hometel with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to Texas Hometel's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.
- 5.4.2 Shared Use. Texas Hometel may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to Texas Hometel's collocation arrangement within the same BellSouth Premises. BellSouth shall allow the splice, provided that the fiber is non-working fiber. Texas Hometel must arrange with BellSouth for BellSouth to splice the Texas Hometel provided riser cable to the spare capacity on the entrance facility. The rates set forth in Exhibit C will apply. If Texas Hometel desires to allow another CLEC to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the Parties.
- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between Texas Hometel's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame (CDF). Texas Hometel shall be responsible for providing, and a supplier certified by BellSouth (BellSouth Certified Supplier) shall be responsible for installing and properly labeling/stenciling the common block and necessary cabling pursuant to Section 7. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. Texas Hometel or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests.

- 5.5.1 In Tennessee, BellSouth will designate the point(s) of demarcation between Texas Homotel's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, the demarcation point shall be a Texas Homotel provided Point of Termination Bay (POT Bay) in a common area within the Premises. Texas Homotel shall be responsible for providing, and a supplier certified by BellSouth shall be responsible for installing and properly labeling/stenciling the POT Bay as well as installing the necessary cabling between Texas Homotel's collocation space and the demarcation point. Texas Homotel or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. BellSouth will negotiate alternative rates, terms and conditions related to the demarcation point in Tennessee in the event that Texas Homotel desires to avoid the use of an intermediary device as contemplated by the Tennessee Regulatory Authority.
- 5.6 Texas Homotel's Equipment and Facilities. Texas Homotel, or if required by this Attachment, Texas Homotel's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Texas Homotel which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. Texas Homotel and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.7 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to Texas Homotel at least 48 hours before access to the Collocation Space is required. Texas Homotel may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Texas Homotel will not bear any of the expense associated with this work.
- 5.8 Access. Pursuant to Section 12, Texas Homotel shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Texas Homotel agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agent of Texas Homotel or Texas Homotel's Guests provided with access keys or devices (Access Keys) prior to the issuance of said Access Keys. Key acknowledgment forms must be signed by Texas Homotel and returned to BellSouth Access Management within fifteen (15) calendar days of Texas Homotel's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgments are current. Access Keys shall not be duplicated under any circumstances. Texas Homotel agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Texas Homotel employees, contractors, Guests, or agents after termination of the

- employment relationship, contractual obligation with Texas Homotel or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.
- 5.8.1 BellSouth will permit one accompanied site visit to Texas Homotel's designated collocation arrangement location after receipt of the BFFO without charge to Texas Homotel. Texas Homotel must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date Texas Homotel desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Texas Homotel may submit such a request at any time subsequent to BellSouth's receipt of the BFFO. In the event Texas Homotel desires access to the Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit Texas Homotel to access the Collocation Space accompanied by a security escort at Texas Homotel's expense. Texas Homotel must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.9 Lost or Stolen Access Keys. Texas Homotel shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Texas Homotel shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Texas Homotel shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Texas Homotel violates the provisions of this paragraph, BellSouth shall give written notice to Texas Homotel, which notice shall direct Texas Homotel to cure the violation within forty-eight (48) hours of Texas Homotel's actual receipt of written notice or, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.10.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Texas Homotel fails to take curative action within forty-eight (48) hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to

- correct the violation, including without limitation the interruption of electrical power to Texas Hometel's equipment. BellSouth will endeavor, but is not required, to provide notice to Texas Hometel prior to taking such action and shall have no liability to Texas Hometel for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.10.2 For purposes of this Section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Texas Hometel fails to take curative action within forty-eight (48) hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Texas Hometel or, if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Texas Hometel shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly deployed technology.
- 5.11 Personalty and its Removal. Facilities and equipment placed by Texas Hometel in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by Texas Hometel at any time. Any damage caused to the Collocation Space by Texas Hometel's employees, agents or representatives during the removal of such property shall be promptly repaired by Texas Hometel at its expense.
- 5.12 Alterations. In no case shall Texas Hometel or any person acting on behalf of Texas Hometel make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Texas Hometel. Any such material rearrangement, modification, improvement, addition, or other alteration shall require a Subsequent Application and Subsequent Application Fee.
- 5.13 Janitorial Service. Texas Hometel shall be responsible for the general upkeep of the Collocation Space. Texas Hometel shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a site-specific basis upon request.

6. Ordering and Preparation of Collocation Space

- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to Texas Hometel and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.
- 6.2 Initial Application. For Texas Hometel or Texas Hometel's Guest(s) initial equipment placement, Texas Hometel shall submit to BellSouth a Physical Expanded Interconnection Application Document (Initial Application). The Initial Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply.
- 6.3 Subsequent Application. In the event Texas Hometel or Texas Hometel's Guest(s) desires to modify the use of the Collocation Space after BFFO, Texas Hometel shall complete an application detailing all information regarding the modification to the Collocation Space (Subsequent Application). The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Subsequent Application are completed with the appropriate type of information. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by Texas Hometel in the application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.3.1 Subsequent Application Fee. The application fee paid by Texas Hometel for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. If the modification requires capital expenditure, an Initial Application Fee shall apply.
- 6.4 Space Preferences. If Texas Hometel has previously requested and received a Space Availability Report for the Premises, Texas Hometel may submit up to three (3) space preferences on its application identifying specific space identification numbers as referenced on the Space Availability Report. In the event that BellSouth cannot accommodate Texas Hometel's preference(s), Texas Hometel may elect to accept the space allocated by BellSouth or may cancel its application and submit another application requesting additional preferences, which will be treated as a new application and an application fee will apply.
- 6.5 Space Availability Notification.
- 6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10)

- calendar days as to whether space is available or not available within a BellSouth Premise. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify Texas Hometel of the amount of space that is available and no application fee shall apply. When BellSouth's response includes an amount of space less than that requested by Texas Hometel or differently configured, Texas Hometel must resubmit its application to reflect the actual space available.
- 6.5.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premise. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an application fee will be assessed. When BellSouth's Application Response includes an amount of space less than that requested by Texas Hometel or differently configured, Texas Hometel must amend its application to reflect the actual space available prior to submitting BFFO.
- 6.5.3 BellSouth will respond to a Louisiana application within ten (10) calendar days for space availability for one (1) to ten (10) applications; fifteen (15) calendar days for eleven (11) to twenty (20) applications; and for more than twenty (20) applications, it is increased by five (5) calendar days for every five additional applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify Texas Hometel of the amount of space that is available and no application fee shall apply. When BellSouth's response includes an amount of space less than that requested by Texas Hometel or differently configured, Texas Hometel must resubmit its application to reflect the actual space available. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide.
- 6.6 Denial of Application. If BellSouth notifies Texas Hometel that no space is available (Denial of Application), BellSouth will not assess an Application Fee. After notifying Texas Hometel that BellSouth has no available space in the requested Premises, BellSouth will allow Texas Hometel, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.7 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Texas Hometel to inspect any floor plans or diagrams that BellSouth provides to the Commission.

- 6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premise is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.8.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) calendar days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two (2) business days of the determination that space is available. A CLEC that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.8.2 When space becomes available, Texas Hometel must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If Texas Hometel has originally requested caged collocation space and cageless collocation space becomes available, Texas Hometel may refuse such space and notify BellSouth in writing within that time that Texas Hometel wants to maintain its place on the waiting list without accepting such space. Texas Hometel may accept an amount of space less than its original request by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If Texas Hometel does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove Texas Hometel from the waiting list. Upon request, BellSouth will advise Texas Hometel as to its position on the list.
- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days of the date BellSouth becomes aware that there is insufficient space to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list.
- 6.10 Application Response.
- 6.10.1 In Alabama, Kentucky and North Carolina, when space has been determined to be available, BellSouth will provide a written response (Application Response) within twenty-three (23) business days of the receipt of a Bona Fide application, which will

- include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10.2 In South Carolina, BellSouth will provide an Application Response within thirty (30) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide applications one (1) to five (5); within thirty-six (36) calendar days for Bona Fide applications six (6) to ten (10); within forty-two (42) calendar days for Bona Fide applications eleven (11) to fifteen (15). Response intervals for multiple Bona Fide applications submitted within the same timeframe for the same state in excess of fifteen (15) must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.10.3 In Tennessee, BellSouth will provide an Application Response within fifteen (15) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and a firm price quote for the space preparation fees, as described in Section 8 provided that Texas Homotel has given BellSouth a forecast of Texas Homotel's collocation needs at least ten (10) calendar days prior to submitting an application if the Texas Homotel has standardized space preparation rates in their Agreement and twenty (20) calendar days prior to submitting an application if the Texas Homotel has standardized space preparation rates in their Agreement.
- 6.10.4 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable Texas Homotel to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When Texas Homotel submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.
- 6.10.5 In Georgia and Mississippi, when space has been determined to be available for caged or cageless arrangements, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10.6 In Louisiana, when space has been determined to be available, BellSouth will provide an Application Response within thirty (30) calendar days for one (1) to ten (10) applications; thirty-five (35) calendar days for eleven (11) to twenty (20) applications;

and for requests of more than twenty (20) applications it is increased by five (5) calendar days for every five (5) applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.11 Application Modifications.

- 6.11.1 If a modification or revision is made to any information in the Bona Fide application prior to BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Texas Homotel or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and BellSouth may charge Texas Homotel an additional application fee. The fee for an application modification where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. A modification involving a capital expenditure by BellSouth shall require Texas Homotel to submit the application with an Initial Application Fee.

6.12 Bona Fide Firm Order (BFFO).

- 6.12.1 In Alabama (Caged Only), Kentucky, and North Carolina, Texas Homotel shall indicate its intent to proceed with equipment installation in a BellSouth Premise by submitting a Physical Expanded Interconnection Firm Order document (Firm Order) to BellSouth. A Firm Order shall be considered Bona Fide when Texas Homotel has completed the Application/Inquiry process described in Section 6, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The BFFO must be received by BellSouth no later than five (5) business days after BellSouth's Application Response to Texas Homotel's Bona Fide application in order to receive the intervals set forth in Section 7. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Texas Homotel's Bona Fide application or the application will expire. If the BFFO is received between the fifth business day and the thirtieth calendar day after the Application Response, then the intervals set forth in Section 7.1.1 will be extended day for day for each day after the fifth business day the BFFO is received until the application expires.
- 6.12.2 Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. Texas Homotel shall indicate its intent to proceed with equipment installation in a BellSouth Premise by submitting a Firm Order to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Texas Homotel's Bona Fide application or the application will expire.
- 6.12.3 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a BFFO. BellSouth will acknowledge the receipt of Texas Homotel's BFFO within seven (7) calendar days of receipt indicating that the BFFO has been received. A

BellSouth response to a BFFO will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals

- 7.1.1 In Alabama (Caged Only), Kentucky, and North Carolina, BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event Texas Hometel submits a forecast as described in the following paragraph three (3) months or more prior to the application date, the above intervals shall apply. In the event Texas Hometel submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event Texas Hometel submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with Texas Hometel at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc., conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an application.
- 7.1.1.1 To be considered a timely and accurate forecast, Texas Hometel must submit to BellSouth the CLEC Forecast Form, as set forth in Exhibit B attached hereto, containing the following information: Central Office/Serving Wire Center CLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date.
- 7.1.2 In Alabama (Cageless), BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary

in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

- 7.1.3 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For changes to collocation space after initial space completion (Augmentation), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Texas Hometel cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida Commission.
- 7.1.4 In Georgia, Mississippi and South Carolina, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.5 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days for caged and sixty (60) calendar days for cageless from receipt of a BFFO for an initial request, and within sixty (60) calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space (extraordinary conditions) within one hundred twenty (120) calendar days for caged and ninety (90) calendar days for cageless from the receipt of a BFFO. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

- 7.1.6 In Tennessee, BellSouth will complete construction for collocation arrangements under ordinary conditions as follows: (i) for caged collocation arrangements, within a maximum of ninety (90) calendar days from receipt of a BFFO, or as agreed to by the Parties; (ii) for cageless collocation arrangements, within thirty (30) calendar days from receipt of a BFFO when there is conditioned space and Texas Hometel installs the bays/racks. In no event shall the provisioning interval for cageless collocation exceed ninety (90) calendar days from the receipt of a BFFO, unless otherwise agreed to by the parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with Texas Hometel or seek a waiver from this interval from the Commission. For the purpose of defining conditioned space as referenced in the Commission order setting intervals for cageless collocation in Tennessee, conditioned space is defined as follows: i) floor space must be available; ii) floor space must be equipped with adequate air conditioning to accommodate equipment listed on application; iii) Cable racking, any fiber duct, riser cable support structure and power cable support structure must be in place to support equipment listed on the application; and iv) power plant capacity at BDFB or main power board must be available. If LGX or DGX equipment is requested on the application and adequate existing capacity is not available then conditioned space is considered unavailable. If BellSouth is required by the application to place power cabling, conditioned space is considered unavailable.
- 7.2 Joint Planning. Joint planning between BellSouth and Texas Hometel will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Collocation Space completion time period will be provided to Texas Hometel during joint planning.
- 7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.4 Acceptance Walk Through. Texas Hometel will schedule and complete an acceptance walk through of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying Texas Hometel that the collocation space is ready for occupancy (Space Ready Date). In the event that Texas Hometel fails to complete an acceptance walk through within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by Texas Hometel. BellSouth will correct any deviations to Texas Hometel's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 7.5 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will make best efforts to provide CFAs to Texas Hometel if Texas Hometel informs BellSouth of the frame locations and the designation of Texas Hometel's tie cables prior to Space Ready Date. If Texas Hometel does not provide BellSouth the frame locations and the designation of Texas Hometel's tie cables prior to the Space Ready Date, BellSouth will provide Texas Hometel the CFAs after the Space Ready Date and the equipment

to be installed in the Collocation Space has been verified by Texas Hometel. Furthermore, BellSouth will bill Texas Hometel a nonrecurring charge as set forth in Exhibit C each time Texas Hometel requests a resend of CFAs.

- 7.6 Use of BellSouth Certified Supplier. Texas Hometel shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. Texas Hometel and Texas Hometel's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, Texas Hometel must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide Texas Hometel with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Texas Hometel's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Texas Hometel upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill Texas Hometel directly for all work performed for Texas Hometel pursuant to this Attachment, and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying Texas Hometel or any supplier proposed by Texas Hometel. All work performed by or for Texas Hometel shall conform to generally accepted industry guidelines and standards.
- 7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. Texas Hometel shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Texas Hometel's Collocation Space. Upon request, BellSouth will provide Texas Hometel with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Texas Hometel. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.
- 7.8 Virtual to Physical Collocation Relocation. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and physical collocation space has subsequently become available, Texas Hometel may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by Texas Hometel, such information will be provided to Texas Hometel in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to Texas Hometel within one hundred eighty (180) calendar days of BellSouth's written denial of Texas Hometel's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Texas Hometel was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar days, then Texas Hometel may relocate its virtual collocation arrangement to

a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. Texas Hometel must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

- 7.9 Virtual to Physical Conversion (In Place). Virtual collocation arrangements may be converted to “in-place” physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth’s ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. The application fee for the conversion from virtual to in-place, physical collocation is as set forth in Exhibit C. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days.
- 7.9.1 In Florida, for Virtual to Physical conversions in place that require no physical changes, the only applicable charges shall cover the administrative billing and engineering records updates.
- 7.9.2 In Tennessee, BellSouth will complete Virtual to Physical conversions in place within thirty (30) calendar days.
- 7.10 Cancellation. If, at any time prior to space acceptance, Texas Hometel cancels its order for the Collocation Space(s) (Cancellation), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun. In Georgia, if Texas Hometel cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill Texas Hometel for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been canceled.
- 7.11 Licenses. Texas Hometel, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.
- 7.12 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
- 8. Rates and Charges**
- 8.1 Application Fee. BellSouth shall assess an application fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to

- Section 6. Payment of said application fee will be due as dictated by Texas Homotel's current billing cycle and is non-refundable.
- 8.1.1 In Tennessee the applicable application fee is the planning fee for both Initial Applications and Subsequent Applications placed by Texas Homotel.
- 8.2 Space Preparation
- 8.2.1 Recurring Charges. The recurring charges for space preparation begin on the date Texas Homotel executes the written document accepting the collocation space pursuant to Section 4 or on the Space Ready Date, whichever is first. If Texas Homotel fails to schedule and complete an acceptance walk through within fifteen (15) calendar days after BellSouth releases the space for occupancy, BellSouth shall begin billing Texas Homotel for recurring charges as of the sixteenth day after the Space Ready Date.
- 8.2.2 Space preparation fees consist of a nonrecurring charge for firm order processing and monthly recurring charges for central office modifications, assessed per arrangement, per square foot, and common systems modifications, assessed per arrangement, per square foot, for cageless collocation and per cage for caged collocation. Texas Homotel shall remit payment of the nonrecurring firm order-processing fee coincident with submission of a BFFO. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Texas Homotel opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Texas Homotel as prescribed in this Section.
- 8.2.3 In North Carolina, space preparation fees consist of monthly recurring charges for central office modifications, assessed per arrangement, per square foot; common systems modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and power, assessed per the nominal -48V DC ampere requirements specified by Texas Homotel on the Bona Fide application. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Texas Homotel opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Texas Homotel as described in this Section.
- 8.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.
- 8.4 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, Texas Homotel shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Texas Homotel shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5

- x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event Texas Hometel's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Texas Hometel shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.
- 8.4.1 The recurring charges for floor space begin on the Space Ready Date or on the date Texas Hometel first occupies the Collocation Space, whichever is first. If Texas Hometel fails to schedule and complete an acceptance walk through within fifteen (15) calendar days after BellSouth releases the space for occupancy, BellSouth shall begin billing Texas Hometel for recurring charges as of the sixteenth day after the Space Ready Date.
- 8.5 Power. BellSouth shall make available -48 Volt (-48V) DC power for Texas Hometel's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at Texas Hometel's option within the Premises.
- 8.5.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to Texas Hometel's equipment or space enclosure. Recurring power charges begin on the Space Ready Date or on the date Texas Hometel first occupies the Collocation Space, whichever is sooner. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by Texas Hometel's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by Texas Hometel's BellSouth Certified Supplier. Texas Hometel is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to Texas Hometel's equipment. The determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by Texas Hometel must provide BellSouth a copy of the engineering power specification prior to the day on which Texas Hometel's equipment becomes operational. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and Texas Hometel's arrangement area. Texas Hometel shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within Texas Hometel's arrangement, power cable feeds, and terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified Supplier. Texas Hometel shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia and ANSI Standards regarding power cabling.
- 8.5.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, Texas Hometel has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified

- Supplier who shall comply with BellSouth's guidelines and specifications. Where the addition of Texas Hometel's dedicated power plant results in construction of a new power plant room, upon termination of Texas Hometel's right to occupy collocation space at such site, Texas Hometel shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.
- 8.5.3 If Texas Hometel elects to install its own DC Power Plant, BellSouth shall provide AC power to feed Texas Hometel's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by Texas Hometel's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Texas Hometel's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit C. AC power voltage and phase ratings shall be determined on a per location basis. At Texas Hometel's option, Texas Hometel may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.5.4 In Tennessee, Recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to Texas Hometel's equipment or space enclosure. Texas Hometel shall contract with a Certified Supplier who will be responsible for the following: dedicated power cable support structure within Texas Hometel's arrangement and terminations of cable within the collocation space.
- 8.5.4.1 In Tennessee, Nonrecurring charges for -48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and Texas Hometel's arrangement area.
- 8.5.5 In Louisiana and South Carolina, Texas Hometel has the option to purchase power directly from an electric utility company. Under such an option, Texas Hometel is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by Texas Hometel. Texas Hometel's BellSouth Certified Supplier must comply with all applicable safety codes, including the National Electric Safety Codes, in installing this power arrangement. Any floor space, cable racking, etc. utilized by Texas Hometel in provisioning said power will be billed on an ICB basis.
- 8.5.6 If Texas Hometel requests a reduction in the amount of power that BellSouth is currently providing Texas Hometel must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the reduction in power, the Subsequent Application Fee for Power Reduction as set forth in Exhibit C will

apply. If modifications are requested in addition to the reduction of power the Subsequent Application Fee will apply.

- 8.6 Security Escort. A security escort will be required whenever Texas Hometel or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit C beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and Texas Hometel shall pay for such half-hour charges in the event Texas Hometel fails to show up.
- 8.7 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DSO per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records.
- 8.8 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

9. Insurance

- 9.1 Texas Hometel shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 9.2 Texas Hometel shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Texas Hometel's real and personal property situated on or within BellSouth's Central Office location(s).
- 9.2.4 Texas Hometel may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days notice to Texas

- Hometel to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by Texas Hometel shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all Texas Hometel's property has been removed from BellSouth's Premises, whichever period is longer. If Texas Hometel fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Texas Hometel.
- 9.5 Texas Hometel shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Texas Hometel shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Texas Hometel's insurance company. Texas Hometel shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street NE
Atlanta, Georgia 30375
- 9.6 Texas Hometel must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If Texas Hometel's net worth exceeds five hundred million dollars (\$500,000,000), Texas Hometel may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. Texas Hometel shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Texas Hometel in the event that self-insurance status is not granted to Texas Hometel. If BellSouth approves Texas Hometel for self-insurance, Texas Hometel shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Texas Hometel's corporate officers. The ability to self-insure shall continue so long as the Texas Hometel meets all of the requirements of this Section. If the Texas Hometel subsequently no longer satisfies this Section, Texas Hometel is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to Texas Hometel to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or Texas Hometel), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

- 11.1 BellSouth may conduct an inspection of Texas Hometel's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Texas Hometel's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Texas Hometel adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Texas Hometel with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 Unless otherwise specified, Texas Hometel will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Texas Hometel employee hired in the past five years being considered for work on the BellSouth Premises, for the states/counties where the Texas Hometel employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. Texas Hometel shall not be required to perform this investigation if an affiliated company of Texas Hometel has performed an investigation of the Texas Hometel employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Texas Hometel has performed a pre-employment statewide investigation of criminal history records of the Texas Hometel employee for the states/counties where the Texas Hometel employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

- 12.2 Texas Hometel will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 Texas Hometel shall provide its employees and agents with picture identification, which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and Texas Hometel's name. BellSouth reserves the right to remove from its premises any employee of Texas Hometel not possessing identification issued by Texas Hometel or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Texas Hometel shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises. Texas Hometel shall be solely responsible for ensuring that any Guest of Texas Hometel is in compliance with all subsections of this Section.
- 12.4 Texas Hometel shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Texas Hometel shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Texas Hometel personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Texas Hometel chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Texas Hometel may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 Texas Hometel shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 Texas Hometel shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premise was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each Texas Hometel employee or agent hired by Texas Hometel within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this Attachment, Texas Hometel shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Texas Hometel will disclose the nature of the convictions to BellSouth at that time. In the alternative, Texas Hometel may certify to BellSouth that it shall not assign to the BellSouth Premises any

- personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other Texas Homotel employees requiring access to a BellSouth Premise pursuant to this Attachment, Texas Homotel shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, Texas Homotel shall promptly remove from BellSouth's Premises any employee of Texas Homotel BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of Texas Homotel is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview Texas Homotel's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to Texas Homotel's Security contact of such interview. Texas Homotel and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Texas Homotel's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Texas Homotel for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Texas Homotel's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Texas Homotel for BellSouth property, which is stolen or damaged where an investigation determines the culpability of Texas Homotel's employees, agents, or contractors and where Texas Homotel agrees, in good faith, with the results of such investigation. Texas Homotel shall notify BellSouth in writing immediately in the event that Texas Homotel discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this Section. Texas Homotel shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.
- 12.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Collocation Space

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Texas Hometel's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Texas Hometel's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to Texas Hometel, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Texas Hometel may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If Texas Hometel's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Texas Hometel. Where allowed and where practical, Texas Hometel may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Texas Hometel shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Texas Hometel's permitted use, until such Collocation Space is fully repaired and restored and Texas Hometel's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where Texas Hometel has placed an Adjacent Arrangement pursuant to Section 3, Texas Hometel shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

14. Eminent Domain

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain,

BellSouth and Texas Homotel shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

15. Nonexclusivity

- 15.1 Texas Homotel understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and Texas Hometel agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (Applicable Laws). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and Texas Hometel shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Texas Hometel should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Texas Hometel to follow when working at a BellSouth Premise (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. Texas Hometel will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BellSouth practices should be followed by Texas Hometel when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Texas Hometel space with proper notification. BellSouth reserves the right to stop any Texas Hometel work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by Texas Hometel are owned by Texas Hometel. Texas Hometel will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth

approval, no substantial new safety or environmental hazards can be created by Texas Homotel or different hazardous materials used by Texas Homotel at BellSouth Facility. Texas Homotel must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premise, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by Texas Homotel to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Texas Homotel will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and Texas Homotel will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Texas Homotel must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BellSouth disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and Texas Homotel shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, Texas Homotel agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Texas Homotel further agrees to cooperate with BellSouth to ensure that Texas Homotel's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Texas Homotel, its employees, agents and/or subcontractors.
- 2.2 The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 1700 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact E/S for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment	Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	P&SM Manager - Procurement Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BST Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in Section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

THREE MONTH CLEC FORECAST

CLEC NAME _____

DATE _____

STATE	Central Office/City	CAGED Sq. Ft.	CAGELESS # Bays		FRAME TERMINATIONS	CLEC Provided BDFB-- Amps Load	BST Provided BDFB--- Amps Load	Heat Dissipation BTU/Hour	Entrance Facilities # sheaths & # fibers	Proposed Application Date	NOTES
			Standard Bays*	Non-Standard Bays**							
<p>*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width - 26", Depth - 12". The standard height for all collocated equipment bays in BellSouth is 7' 0".</p> <p>** Any forecast for non-standard cageless bays must include an attachment describing the quantity and width and depth measurements.</p>											

Notes: Forecast information will be used for no other purpose than collocation planning.

Attachment 4

Remote Site Physical Collocation

BELLSOUTH**REMOTE SITE PHYSICAL COLLOCATION****1. Scope of Attachment**

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Texas Homotel is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location pursuant to this Attachment.
- 1.2 Right to occupy. BellSouth shall offer to Texas Homotel Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the FCC. Subject to the rates, terms, and conditions of this Attachment where space is available and collocation is technically feasible, BellSouth will allow Texas Homotel to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, or on BellSouth property upon which the BellSouth Remote Site Location is located, of a size, which is specified by Texas Homotel and agreed to by BellSouth (hereinafter "Remote Collocation Space"). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions upon request for collocation at BellSouth remote locations other than those specified above.
- 1.3 Space Reservation.
- 1.3.1 In all states other than Florida, the number of racks/bays specified by Texas Homotel may contemplate a request for space sufficient to accommodate Texas Homotel's growth within a two year period.
- 1.3.2 In the state of Florida, the number of racks/bays specified by Texas Homotel may contemplate a request for space sufficient to accommodate Texas Homotel's growth within an eighteen (18) month period.
- 1.3.3 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.
- 1.4 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this

Attachment. Additionally, where BellSouth notifies Texas Hometel that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon Texas Hometel's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Texas Hometel. Texas Hometel agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for Texas Hometel. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Attachment and BellSouth, despite its best efforts, is unable to secure such access and use rights for Texas Hometel as above, Texas Hometel shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with Texas Hometel in obtaining such permission.

- 1.5 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Remote Site Location. Texas Hometel will be responsible for any justification of unutilized space within its Remote Collocation Space, if the appropriate state commission requires such justification.
- 1.6 Use of Space. Texas Hometel shall use the Remote Collocation Space for the purposes of installing, maintaining and operating Texas Hometel's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements (UNEs) for the provision of telecommunications services, as specifically set forth in this Attachment. The Remote Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.7 Rates and charges. Texas Hometel agrees to pay the rates and charges identified in Exhibit C attached hereto.
- 1.8 If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less National holidays will be excluded.
- 1.9 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Availability Report

- 2.1 Upon request from Texas Hometel, BellSouth will provide a written report (Space Availability Report), describing in detail the space that is available for collocation and specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space

available for collocation arrangements. A Space Availability Report does not reserve space at the Remote Site Location.

- 2.1.1 The request from Texas Hometel for a Space Availability Report must be written and must include the Common Language Location Identification (CLLI) code for both the Remote Site Location and the serving central office. The CLLI code information for the serving central office is located in the NECA Tariff FCC No. 4. If Texas Hometel is unable to obtain the CLLI code from, for example, a site visit to the remote site, Texas Hometel may request the CLLI code from BellSouth. To obtain a CLLI code for a remote site directly from BellSouth, Texas Hometel should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. Texas Hometel should complete all the requested information and submit the Request with the applicable fee to BellSouth.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify Texas Hometel and inform Texas Hometel of the time frame under which it can respond.
- 2.2 Remote Terminal information. Upon request, BellSouth will provide Texas Hometel with the following information concerning BellSouth's remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.
- 2.2.1 BellSouth will provide this information on a first come, first served basis within thirty (30) calendar days of a Texas Hometel request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth's systems; (ii) the information will only be provided for each serving wire center designated by Texas Hometel, up to a maximum of thirty (30) wire centers per Texas Hometel request per month per state, and up to for a maximum of 120 wire centers total per month per state for all CLECs; and (iii) Texas Hometel agrees to pay the costs incurred by BellSouth in providing the information.
- 3. **Collocation Options**
- 3.1 Cageless. BellSouth shall allow Texas Hometel to collocate Texas Hometel's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Texas Hometel to have direct access to Texas Hometel's equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments. Except where Texas Hometel's equipment

requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Texas Homotel must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment pursuant.

3.2 Caged. At Texas Homotel's expense, Texas Homotel may arrange with a Supplier certified by BellSouth (Certified Supplier) to construct a collocation arrangement enclosure, where technically feasible as that term has been defined by the FCC, in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. Texas Homotel's Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with Texas Homotel and provide, at Texas Homotel's expense, the documentation, including existing building architectural drawings, enclosure drawings, and specifications required and necessary for Texas Homotel to obtain the zoning, permits and/or other licenses. Texas Homotel's Certified Supplier shall bill Texas Homotel directly for all work performed for Texas Homotel pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Texas Homotel's Certified Supplier. Texas Homotel must provide the local BellSouth Remote Site Location contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Texas Homotel's locked enclosure prior to notifying Texas Homotel. Upon request, BellSouth shall construct the enclosure for Texas Homotel.

3.2.1 BellSouth may elect to review Texas Homotel's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. Notification to Texas Homotel indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if Texas Homotel has indicated their desire to construct their own enclosure. If Texas Homotel's Initial Application does not indicate their desire to construct their own enclosure, but their subsequent firm order does indicate their desire to construct their own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review Texas Homotel's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's guidelines and specifications, as applicable. BellSouth shall require Texas Homotel to remove or correct within seven (7) calendar days at Texas Homotel's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

- 3.3 Shared Collocation. Texas Hometel may allow other telecommunications carriers to share Texas Hometel's Remote Collocation Space pursuant to terms and conditions agreed to by Texas Hometel (Host) and other telecommunications carriers (Guests) and pursuant to this Section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. Texas Hometel shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Texas Hometel that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and Texas Hometel.
- 3.3.1 Texas Hometel, as the Host, shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide Texas Hometel with a proration of the costs of the collocation space based on the number of collocators and the space used by each with a minimum charge of one (1) bay/rack per Host/Guest. In those instances where the Host permits a Guest to use a shelf within the Host's bay, BellSouth will not prorate the cost of the bay. In all states other than Florida, and in addition to the foregoing, Texas Hometel shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement of Guest. In Florida the Guest may directly submit initial and additional equipment placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Initial or Subsequent Application Fee, as set forth in Exhibit C, which will be charged to the Host.
- 3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services and access to UNEs. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 Texas Hometel shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Texas Hometel's Guests in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent Remote Site collocation arrangements (Remote Site Adjacent Arrangement) on the property on which the Remote Site is located, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned

- structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by Texas Homotel and in conformance with BellSouth's design and construction specifications. Further, Texas Homotel shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the application for the Remote Site Adjacent Arrangement.
- 3.4.1 Should Texas Homotel elect Adjacent Collocation, Texas Homotel must arrange with a Certified Supplier to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, Texas Homotel and Texas Homotel's Certified Supplier must comply with local building code requirements. Texas Homotel's Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Texas Homotel's Certified Supplier shall bill Texas Homotel directly for all work performed for Texas Homotel pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Texas Homotel's Certified Supplier. Texas Homotel must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Texas Homotel's locked enclosure prior to notifying Texas Homotel.
- 3.4.2 Texas Homotel must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review Texas Homotel's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth may inspect the Remote Site Adjacent Arrangement(s) during and after construction to confirm it is constructed according to the submitted plans and specifications. BellSouth shall require Texas Homotel to remove or correct within seven (7) calendar days at Texas Homotel's expense any structure that does not meet these plans and specifications.
- 3.4.3 Texas Homotel shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning (HVAC), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At Texas Homotel's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. In Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC. Texas Homotel's Certified Supplier shall be responsible, at Texas Homotel's expense, for filing and receiving any and all necessary zoning, permits and/or licenses

for such arrangement. BellSouth shall allow Shared Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.

3.5 Co-carrier cross-connect (CCXC). The primary purpose of collocating CLEC equipment is to interconnect with BellSouth's network or access BellSouth's UNEs for the provision of telecommunications services. BellSouth will permit Texas Hometel to interconnect between its virtual or physical collocation arrangements and those of another collocated CLEC whose Agreement contains CCXC language. At no point in time shall Texas Hometel use the Collocation Space for the sole or primary purpose of cross connecting to other CLECs.

3.5.1 The CCXC shall be provisioned through facilities owned by Texas Hometel. Such connections to other carriers may be made using either optical or electrical facilities. Texas Hometel may deploy such optical or electrical connections directly between its own facilities and the facilities of other CLEC(s) without being routed through BellSouth equipment. Texas Hometel may not self-provision CCXC on any BellSouth distribution frame, Pot Bay, DSX or LGX. Texas Hometel is responsible for ensuring the integrity of the signal.

3.5.2 Texas Hometel shall be responsible for obtaining authorization from the other CLEC(s) involved. Texas Hometel must use a BellSouth Certified Supplier to place the CCXC. There will be a recurring charge per linear foot of common cable support structure used. Texas Hometel-provisioned CCXC shall utilize common cable support structure. In the case of two contiguous collocation arrangements, Texas Hometel may have the option of constructing its own dedicated support structure.

3.5.3 To order CCXCs Texas Hometel must submit an Initial Application or Subsequent Application. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXC, as defined in Exhibit C, will apply. If modifications in addition to the placement of CCXCs are requested, the Initial Application or Subsequent Application Fee will apply.

4. Occupancy

4.1 BellSouth will notify Texas Hometel in writing that the Remote Collocation Space is ready for occupancy (Space Ready Date). Texas Hometel will schedule and complete an acceptance walk through of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of Space Ready Date. In the event that Texas Hometel fails to complete an acceptance walk through within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by Texas Hometel and billing will commence on the sixteenth day after BellSouth releases the Remote Collocation Space. Texas Hometel must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, Texas Hometel's telecommunications equipment will be

deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

- 4.1 **Termination of Occupancy.** In addition to any other provisions addressing termination of occupancy in this Attachment, Texas Hometel may terminate occupancy in a particular Remote Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate Texas Hometel's right to occupy the Remote Collocation Space in the event Texas Hometel fails to comply with any provision of this Agreement.

- 4.1.1 Upon termination of occupancy, Texas Hometel at its expense shall remove its equipment and other property from the Remote Collocation Space. Texas Hometel shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of Texas Hometel's Guests, unless Texas Hometel's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. Texas Hometel shall continue payment of monthly fees to BellSouth until such date as Texas Hometel, and if applicable Texas Hometel's Guest, has fully vacated the Remote Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should Texas Hometel or Texas Hometel's Guest fail to vacate the Remote Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of Texas Hometel or Texas Hometel's Guest at Texas Hometel's expense and with no liability for damage or injury to Texas Hometel or Texas Hometel's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of Texas Hometel's right to occupy Remote Collocation Space, Texas Hometel shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the Texas Hometel except for ordinary wear and tear unless otherwise agreed to by the Parties. For CEVs and huts Texas Hometel's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Record Drawings and ERMA Records. Texas Hometel shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits, power cables, etc.), at the termination of occupancy and restoring the grounds to their original condition.

5. **Use of Remote Collocation Space**

- 5.1 **Equipment Type.** BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's UNEs in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Remote Collocated Space must be for interconnection

to BellSouth's network or for access to BellSouth's UNEs in the provision of telecommunications services.

- 5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support CLEC network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.
- 5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1 and equipment design spatial requirements per GR-63-CORE, Section 2, requirement numbers 3, 23, 25 and 34. Cageless collocation arrangements must additionally meet GR-63-CORE, Section 2, requirement numbers 1, 2, 5, 6, 15, 17, 19, 20, 21 and 26. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on Texas Hometel's failure to comply with this Section.
- 5.1.2.1 All Texas Hometel equipment installation shall comply with BellSouth TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.
- 5.2 Texas Hometel shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.
- 5.3 Texas Hometel shall place a plaque or other identification affixed to Texas Hometel's equipment to identify Texas Hometel's equipment, including a list of emergency contacts with telephone numbers.
- 5.4 Entrance Facilities. Texas Hometel may elect to place Texas Hometel-owned or Texas Hometel-leased fiber entrance facilities into the Remote Collocation Space. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties.

- Texas Hometel will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. Texas Hometel must contact BellSouth for instructions prior to placing the entrance facility cable. Texas Hometel is responsible for maintenance of the entrance facilities.
- 5.4.1 Shared Use. Texas Hometel may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to Texas Hometel's collocation arrangement within the same BellSouth Remote Site Location. BellSouth shall allow splicing to the entrance facility, provided that the fiber is non-working fiber. The rates set forth in Exhibit C will apply. If Texas Hometel desires to allow another CLEC to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the Parties.
- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between Texas Hometel's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. Texas Hometel or its agent must perform all required maintenance to Texas Hometel equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following.
- 5.6 Texas Hometel's Equipment and Facilities. Texas Hometel, or if required by this Attachment, Texas Hometel's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Texas Hometel which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. Texas Hometel and its selected Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.7 BellSouth's Access to Remote Collocation Space. From time to time BellSouth may require access to the Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications.
- 5.8 Access. Pursuant to Section 12, Texas Hometel shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. Texas Hometel agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of Texas Hometel or Texas Hometel's Guests provided with access keys or devices (Access Keys) prior to the issuance of said Access Keys. Key acknowledgment forms must be signed by Texas Hometel and returned to BellSouth Access Management within fifteen (15) calendar days of Texas Hometel's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgments are

- current. Access Keys shall not be duplicated under any circumstances. Texas Homotel agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Texas Homotel employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Texas Homotel or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.
- 5.8.1 BellSouth will permit one accompanied site visit to Texas Homotel's designated collocation arrangement location after receipt of the Bona Fide Firm Order (BFFO) without charge to Texas Homotel. Texas Homotel must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Remote Site Location a minimum of thirty (30) calendar days prior to the date Texas Homotel desires access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, Texas Homotel may submit such a request at any time subsequent to BellSouth's receipt of the BFFO. In the event Texas Homotel desires access to the Remote Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit Texas Homotel to access the Remote Collocation Space accompanied by a security escort at Texas Homotel's expense. Texas Homotel must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.9 Lost or Stolen Access Keys. Texas Homotel shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Texas Homotel shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Texas Homotel shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment and facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Texas Homotel violates the provisions of this paragraph, BellSouth shall give written notice to Texas Homotel, which notice shall direct Texas Homotel to cure the violation within forty-eight (48) hours of Texas Homotel's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

- 5.10.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Texas Homotel fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or any other entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Texas Homotel's equipment. BellSouth will endeavor, but is not required, to provide notice to Texas Homotel prior to taking such action and shall have no liability to Texas Homotel for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.10.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Texas Homotel fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Texas Homotel or, if subsequently necessary, the relevant Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Texas Homotel shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly deployed technology.
- 5.11 Personalty and its Removal. Facilities and equipment placed by Texas Homotel in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain their status as personalty and may be removed by Texas Homotel at any time. Any damage caused to the Remote Collocation Space by Texas Homotel's employees, agents or representatives shall be promptly repaired by Texas Homotel at its expense.
- 5.12 Alterations. In no case shall Texas Homotel or any person acting on behalf of Texas Homotel make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by Texas Homotel. Any such material rearrangement, modification, improvement, addition, or other alteration shall require an application and Application Fee.

- 5.13 Upkeep of Remote Collocation Space. Texas Homotel shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. Texas Homotel shall be responsible for removing any Texas Homotel debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.

6. Ordering and Preparation of Collocation Space

- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to Texas Homotel and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof
- 6.2 Initial Application. For Texas Homotel or Texas Homotel's Guest(s) initial equipment placement, Texas Homotel shall submit to BellSouth a Physical Expanded Interconnection Application Document (Initial Application). The application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply.
- 6.3 Subsequent Application In the event Texas Homotel or Texas Homotel's Guest(s) desires to modify the use of the Remote Collocation Space after BFFO, Texas Homotel shall complete an application detailing all information regarding the modification to the Remote Collocation Space (Subsequent Application). BellSouth shall determine what modifications, if any, to the Remote Site Location are required to accommodate the change requested by Texas Homotel in the application. Such necessary modifications to the Remote Site Location may include, but are not limited to floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.3.1 Application Fee for Subsequent Application. The application fee paid by Texas Homotel for its request to modify the use of the Collocation Space shall be a full Application Fee as set forth in Exhibit C. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information.
- 6.4 Availability of Space. Upon submission of an application, BellSouth will permit Texas Homotel to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that Remote Site Collocation is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 shall apply, or BellSouth may elect to deny space in accordance with this Section in which case virtual or adjacent collocation

options may be available. If the amount of space requested is not available, BellSouth will notify Texas Homotel of the amount that is available.

6.5 Space Availability Notification.

6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify Texas Homotel of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by Texas Homotel or differently configured, Texas Homotel must resubmit its application to reflect the actual space available.

6.5.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be assessed. When BellSouth's Application Response includes an amount of space less than that requested by Texas Homotel or differently configured, Texas Homotel must amend its application to reflect the actual space available prior to submitting a BFFO.

6.5.3 BellSouth will respond to a Louisiana application within ten (10) calendar days for space availability for one (1) to ten (10) applications; fifteen (15) calendar days for eleven (11) to twenty (20) applications; and for more than twenty (20) applications, it is increased by five (5) calendar days for every five additional applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify Texas Homotel of the amount of space that is available and no Application Fee will apply. When BellSouth's response includes an amount of space less than that requested by Texas Homotel or differently configured, Texas Homotel must resubmit its application to reflect the actual space available. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide.

6.6 Denial of Application. If BellSouth notifies Texas Homotel that no space is available (Denial of Application), BellSouth will not assess an Application Fee. After notifying Texas Homotel that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow Texas Homotel, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application.

- 6.7 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Texas Hometel to inspect any plans or diagrams that BellSouth provides to the Commission.
- 6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.8.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) calendar days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two business days of the determination that space is available. A CLEC that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.8.2 When space becomes available, Texas Hometel must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If Texas Hometel has originally requested caged collocation space and cageless collocation space becomes available, Texas Hometel may refuse such space and notify BellSouth in writing within that time that Texas Hometel wants to maintain its place on the waiting list without accepting such space. Texas Hometel may accept an amount of space less than its original request by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If Texas Hometel does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove Texas Hometel from the waiting list. Upon request, BellSouth will advise Texas Hometel as to its position on the list.

- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that there is insufficient space to accommodate Remote Site Collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.
- 6.10 Application Response.
- 6.10.1 In Alabama, Kentucky and North Carolina, when space has been determined to be available, BellSouth will provide a written response (Application Response) within twenty-three (23) business days of the receipt of a Bona Fide application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10.2 In South Carolina, BellSouth will provide an Application Response within thirty (30) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide applications one (1) –to five (5); within thirty-six (36) calendar days for Bona Fide applications six (6) –to ten (10); within forty-two (42) calendar days for Bona Fide applications eleven (11) –to fifteen (15). Response intervals for multiple Bona Fide applications submitted within the same timeframe for the same state in excess of fifteen (15) must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.10.3 In Tennessee, BellSouth will provide an Application Response within fifteen (15) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and a firm price quote for the space preparation fees, as described in Section 8 provided that Texas Homotel has given BellSouth a forecast of Texas Homotel's collocation needs at least ten (10) calendar days prior to submitting an application if the Texas Homotel has standardized space preparation rates in their Agreement and twenty (20) calendar days prior to submitting an application if the Texas Homotel has standardized space preparation rates in their Agreement.
- 6.10.4 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable Texas Homotel to place a Firm Order. The Application Response will include, at a minimum,

- the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When Texas Homotel submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.
- 6.10.5 In Georgia and Mississippi, when space has been determined to be available, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10.6 In Louisiana, when space has been determined to be available, BellSouth will respond with an Application Response within thirty (30) calendar days for one (1) to ten (10) applications; thirty five (35) calendar days for eleven (11) to twenty (20) applications; and for requests of more than twenty (20) applications, it is increased by five (5) calendar days for every five (5) applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.11 Application Modifications.
- 6.11.1 If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Texas Homotel or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and BellSouth will charge Texas Homotel a full application fee as set forth in Exhibit C.
- 6.12 Bona Fide Firm Order (BFFO).
- 6.12.1 In Alabama, Kentucky and North Carolina, Texas Homotel shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Physical Expanded Interconnection Firm Order document (Firm Order) to BellSouth. A Firm Order shall be considered Bona Fide when Texas Homotel has completed the Application/Inquiry process described in Section 6, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The BFFO must be received by BellSouth no later than five (5) business days after BellSouth's Application Response to Texas Homotel's Bona Fide application. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Texas Homotel's Bona Fide application or the application will expire. If the BFFO is received between the fifth business day and the thirtieth calendar day after the Application Response, then the

intervals set forth in 7.1.1 will be extended day for day for each day after the fifth business day the BFFO is received until the application expires.

- 6.12.2 Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. Texas Homotel shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Firm Order to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Texas Homotel's Bona Fide application or the application will expire.
- 6.12.3 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a BFFO. BellSouth will acknowledge the receipt of Texas Homotel's BFFO within seven (7) calendar days of receipt indicating that the BFFO has been received. A BellSouth response to a BFFO will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals.

- 7.1.1 In Alabama, Kentucky and North Carolina, BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event Texas Homotel submits a forecast as described in the following paragraph three (3) months or more prior to the application date, the above intervals shall apply. In the event Texas Homotel submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event Texas Homotel submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with Texas Homotel at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc., conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an application.

- 7.1.1.1 To be considered a timely and accurate forecast, Texas Homotel must submit to

BellSouth the CLEC Forecast Form, as set forth in Exhibit B attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, Remote Site CLLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3, STS-1, OC-3, OC-12, OC-48, and OC-192 frame terminations, number of fused amps and planned application date.

- 7.1.2 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For changes to collocation space after initial space completion (Augmentation), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Texas Hometel cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida Commission.
- 7.1.3 In Georgia, Mississippi and South Carolina, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.4 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.5 In Tennessee, BellSouth will complete construction for collocation arrangements under Ordinary Conditions within a maximum of 90 calendar days from receipt of a BFFO, or as agreed to by the Parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with Texas Hometel or seek a waiver from this interval from the Commission.
- 7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide Texas Hometel with the estimated completion date in its Response.

- 7.3 Joint Planning. Joint planning between BellSouth and Texas Homotel will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Collocation Space completion time period will be provided to Texas Homotel during joint planning.
- 7.4 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.5 Acceptance Walk Through. Texas Homotel will schedule and complete an acceptance walk through of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying Texas Homotel that the collocation space is ready for occupancy (Space Ready Date). In the event that Texas Homotel fails to complete an acceptance walk through within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by Texas Homotel. BellSouth will correct any deviations to Texas Homotel's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 7.6 Use of BellSouth Certified Supplier. Texas Homotel shall select a supplier which has been approved by BellSouth to perform all engineering and installation work. Texas Homotel and Texas Homotel's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, Texas Homotel must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide Texas Homotel with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Texas Homotel's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and Texas Homotel upon successful completion of installation. The BellSouth Certified Supplier shall bill Texas Homotel directly for all work performed for Texas Homotel pursuant to this Attachment, and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying Texas Homotel or any supplier proposed by Texas Homotel. All work performed by or for Texas Homotel shall conform to generally accepted industry guidelines and standards.
- 7.7 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. Texas Homotel shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Texas Homotel's Remote Collocation Space. Upon request, BellSouth will provide Texas Homotel with applicable tariffed service(s) to facilitate

remote monitoring of collocated equipment by Texas Hometel. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.

7.8 Virtual Remote Site Collocation Relocation. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and physical Remote Collocation Space has subsequently become available, Texas Hometel may relocate its virtual Remote Site collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may become available at the location requested by Texas Hometel, such information will be provided to Texas Hometel in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to Texas Hometel within one hundred eighty 180 calendar days of BellSouth's written denial of Texas Hometel's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Texas Hometel was not informed in the written denial that physical Remote Collocation Space would become available within such one hundred eighty 180 calendar days, then Texas Hometel may relocate its virtual Remote Site collocation arrangement to a physical Remote Site collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation. Texas Hometel must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.

7.9 Virtual to Physical Conversion (In Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. The application fee for the conversion from virtual to in-place, physical collocation is as set forth in Exhibit C. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days.

7.9.1 In Florida, for Virtual to Physical conversions in place that require no physical changes, the only applicable charges shall cover the administrative billing and engineering records updates.

- 7.9.2 In Tennessee, BellSouth will complete Virtual to Physical conversions in place within thirty (30) calendar days.
- 7.10 Cancellation. If, at any time prior to space acceptance, Texas Hometel cancels its order for the Remote Collocation Space(s) (Cancellation), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun. In Georgia, if Texas Hometel cancels its order for Remote Collocation Space at any time prior to space acceptance, BellSouth will bill Texas Hometel for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been canceled.
- 7.11 Licenses. Texas Hometel, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Remote Collocation Space.
- 7.12 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
- 8. Rates and Charges**
- 8.1 BellSouth shall assess an Application Fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 2. Payment of said Application Fee will be due as dictated by Texas Hometel's current billing cycle and is non-refundable.
- 8.1.1 In Tennessee the applicable Application Fee is the Planning Fee for both Initial Applications and Subsequent Applications placed by Texas Hometel.
- 8.2 Space Preparation
- 8.2.1 Recurring Charges. Recurring charges begin on the date that Texas Hometel executes the written document accepting the Remote Collocation Space pursuant to Section 7, or on the Space Ready Date, whichever is first. If Texas Hometel fails to schedule and complete a walk through within fifteen (15) calendar days after BellSouth releases the space for occupancy, then BellSouth shall begin billing Texas Hometel for recurring charges as of the sixteenth day after the Space Ready Date.
- 8.2.2 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power Texas Hometel's equipment. Texas Hometel shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible.

- 8.2 Power. BellSouth shall make available –48 Volt (-48V) DC power for Texas Hometel's Remote Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at Texas Hometel's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for Texas Hometel's equipment exceeds the capacity available, then such power requirements shall be assessed on an individual case basis.
- 8.2.1 Adjacent Collocation Power. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by Texas Hometel's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Texas Hometel's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit C. AC power voltage and phase ratings shall be determined on a per location basis. At Texas Hometel's option, Texas Hometel may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.3 Security Escort. A security escort will be required whenever Texas Hometel or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit C beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and Texas Hometel shall pay for such half-hour charges in the event Texas Hometel fails to show up.
- 8.4 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.
- 9. Insurance**
- 9.1 Texas Hometel shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 9.2 Texas Hometel shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00).

BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Texas Hometel's real and personal property situated on or within BellSouth's Remote Site Location.
- 9.2.4 Texas Hometel may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days notice to Texas Hometel to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by Texas Hometel shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Attachment or until all Texas Hometel's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If Texas Hometel fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Texas Hometel.
- 9.5 Texas Hometel shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Texas Hometel shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Texas Hometel's insurance company. Texas Hometel shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street NE
Atlanta, Georgia 30375

- 9.6 Texas Hometel must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If Texas Hometel's net worth exceeds five hundred million dollars (\$500,000,000), Texas Hometel may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. Texas Hometel shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Texas Hometel in the event that self-insurance status is not granted to Texas Hometel. If BellSouth approves Texas Hometel for self-insurance, Texas Hometel shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Texas Hometel's corporate officers. The ability to self-insure shall continue so long as Texas Hometel meets all of the requirements of this Section. If the Texas Hometel subsequently no longer satisfies this Section, Texas Hometel is required to purchase insurance as indicated by Sections 9.2.1 and Section 9.2.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to Texas Hometel to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or Texas Hometel), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

- 11.1 BellSouth may conduct an inspection of Texas Hometel's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between Texas Hometel's equipment and equipment of BellSouth. BellSouth may conduct an

inspection if Texas Hometel adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Texas Hometel with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 Unless otherwise specified, Texas Hometel will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Texas Hometel employee hired in the past five years being considered for work on the BellSouth Remote Site Location, for the states/counties where the Texas Hometel employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. Texas Hometel shall not be required to perform this investigation if an affiliated company of Texas Hometel has performed an investigation of the Texas Hometel employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Texas Hometel has performed a pre-employment statewide investigation of criminal history records of the Texas Hometel employee for the states/counties where the Texas Hometel employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 Texas Hometel will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 Texas Hometel shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in the Remote Collocation Space or other areas in or around the Remote Site Location. The photo Identification card shall bear, at a minimum, the employee's name and photo, and Texas Hometel's name. BellSouth reserves the right to remove from its Remote Site Location any employee of Texas Hometel not possessing identification issued by Texas Hometel or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Texas Hometel shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location. Texas Hometel shall be solely responsible for ensuring that any Guest of Texas Hometel is in compliance with all subsections of this Section 12.
- 12.4 Texas Hometel shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. Texas Hometel shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any Texas Hometel personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Texas Hometel

- chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Texas Hometel may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 Texas Hometel shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 Texas Hometel shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former contractor of BellSouth and whose access to a BellSouth Remote Site Location was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each Texas Hometel employee or agent hired by Texas Hometel within five years of being considered for work on the BellSouth Remote Site Location, who requires access to a BellSouth Remote Site Location pursuant to this Attachment, Texas Hometel shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Texas Hometel will disclose the nature of the convictions to BellSouth at that time. In the alternative, Texas Hometel may certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other Texas Hometel employees requiring access to a BellSouth Remote Site Location pursuant to this Attachment, Texas Hometel shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, Texas Hometel shall promptly remove from BellSouth's Remote Site Location any employee of Texas Hometel BellSouth does not wish to grant access to its Remote Site Location 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of Texas Hometel is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview Texas Hometel's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to Texas Hometel's Security contact of

- such interview. Texas Hometel and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Texas Hometel's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Texas Hometel for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Texas Hometel's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Texas Hometel for BellSouth property, which is stolen or damaged where an investigation determines the culpability of Texas Hometel's employees, agents, or contractors and where Texas Hometel agrees, in good faith, with the results of such investigation. Texas Hometel shall notify BellSouth in writing immediately in the event that the Texas Hometel discovers one of its employees already working on the BellSouth Remote Site Location is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Remote Site Location, any employee found to have violated the security and safety requirements of this section. Texas Hometel shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth's Remote Site Location.
- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Remote Site Location. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.
- 13. Destruction of Remote Collocation Space**
- 13.1 In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Texas Hometel's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Texas Hometel's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to Texas

Hometel, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Texas Hometel may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Texas Hometel's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Texas Hometel. Where allowed and where practical, Texas Hometel may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, Texas Hometel shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for Texas Hometel's permitted use, until such Remote Collocation Space is fully repaired and restored and Texas Hometel's equipment installed therein (but in no event later than thirty (30) business days after the Remote Collocation Space is fully repaired and restored). Where Texas Hometel has placed a Remote Site Adjacent Arrangement pursuant to Section 3, Texas Hometel shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

14. Eminent Domain

- 14.1 If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Remote Collocation Space or Remote Site Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth and Texas Hometel shall each have the right to terminate this Attachment with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

15. Nonexclusivity

- 15.1 Texas Hometel understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and Texas Hometel agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (Applicable Laws). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and Texas Hometel shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Texas Hometel should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Texas Hometel to follow when working at a BellSouth Remote Site Location (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. Texas Hometel will require its contractors, agents and others accessing the BellSouth Remote Site Location to comply with these practices. Section 2 lists the Environmental categories where BellSouth practices should be followed by Texas Hometel when operating in the BellSouth Remote Site Location.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Texas Hometel space with proper notification. BellSouth reserves the right to stop any Texas Hometel work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Remote Site Location by Texas Hometel are owned by Texas Hometel. Texas Hometel will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be

created by Texas Hometel or different hazardous materials used by Texas Hometel at BellSouth Facility. Texas Hometel must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Remote Site Location, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by Texas Hometel to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Texas Hometel will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and Texas Hometel will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Texas Hometel must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BellSouth disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and Texas Hometel shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Remote Site Location, Texas Hometel agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Texas Hometel further agrees to cooperate with BellSouth to ensure that Texas Hometel's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Texas Hometel, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	<ul style="list-style-type: none"> Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	<ul style="list-style-type: none"> Fact Sheet Series 1700 Building Emergency Operations Plan (EOP) (specific to and located on Remote Site Location)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Remote Site Location (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	<ul style="list-style-type: none"> Std T&C 450 Std T&C 450-B (Contact E/S for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	<ul style="list-style-type: none"> Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste Other maintenance work	Compliance with all application local, state, & federal laws and regulations Protection of BST employees and equipment	<ul style="list-style-type: none"> Std T&C 450 29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All Hazardous Material and Waste Asbestos notification and protection of employees and equipment	<ul style="list-style-type: none"> P&SM Manager - Procurement Fact Sheet Series 17000 GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	<ul style="list-style-type: none"> Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996 Std T&C 660-3 Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BST Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

THREE-MONTH CLEC FORECAST

CLEC NAME _____

DATE _____

STATE	Remote Site/City	CAGED Sq. Ft.	CAGE-LESS # Bays	FRAME TERMINATIONS	CLEC Provided BDFB-- Amps Load	BST Provided BDFB--- Amps Load	Heat Dissipation BTU/Hour	Entrance Facilities # sheaths & # fibers	Proposed Application Date	NOTES

Notes: Forecast information will be used for no other purpose than collocation planning.

COLLOCATION-Alabama												Attachment: 4		Exhibit: C	
CATEGORY	RATE ELEMENTS	Int eri m	So ne	BCS	USOC	RATES(\$)				Svc Order Submitte d Elec per LSR	Svc Order Submitt ed Manuall y per	Increment al Charge - Manual Svc Order vs. Electroni	Increment al Charge - Manual Svc Order vs.	Increment al Charge - Manual Svc Order vs. Electronic	Increment al Charge - Manual Svc Order vs.
						Recurring	Nonrecurring		Nonrecurring		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION															
	Physical Collocation-Application Fee-Initial			CLO	PE1BA		3,760.00	3,760.00							
	Physical Collocation-Application Fee-Subsequent			CLO	PE1CA		3,134.00	3,134.00							
	Physical Collocation-Reduced Rate-Application Fee-Subsequent			CLO	PE1BL		742.15								
	Physical Collocation-Space Preparation-Firm Order Processing	I		CLO	PE1SJ		1,211.00	1,211.00							
	Physical Collocation-Space Preparation-CO Modification per sq ft	I		CLO	PE1SK	2.24									
	Physical Collocation-Space Preparation-Common Systems Modification per sq ft-Cageless	I		CLO	PE1SL	3.01									
	Physical Collocation-Space Preparation-Common Systems Modification per Cage	I		CLO	PE1SM	102.16									
	Physical Collocation-Cable Installation			CLO	PE1BD		1,751.00	1,751.00							
	Physical Collocation-Floor Space per Sq. Ft.			CLO	PE1PJ	3.68									
	Physical Collocation-Cable Support Structure			CLO	PE1PM	19.67									
	Physical Collocation-Power -48V DC Power, per Fused Amp	I		CLO	PE1PL	7.14									
	Physical Collocation-Power Reduction, Application Fee	I		CLO	PE1PR	399.51									
	Physical Collocation-120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.63									
	Physical Collocation-240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.26									
	Physical Collocation-120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.89									
	Physical Collocation-277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.99									
	Physical Collocation-2W Cross-Connects			UEANL,UEA,UDN,UDC, UAL,UHL,UCL,UEQ,UDL, UNCVX,UNLDX,UNCNX	PE1P2	0.031	33.68	31.79							
	Physical Collocation-4W Cross-Connects			CLO,UAL,UDL,UDN,UEA,UH L,UNCVX,UNCDC,UCL	PE1P4	0.062	33.63	31.67							
	Physical Collocation-DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L, WDS1S,USL,U1TD1,UXTD1 UNC1X,ULDD1,USLEL, UNLD1,UDL	PE1P1	1.28	52.93	39.87							
	Physical Collocation-DS3 Cross-Connects			CLO,UE3,U1TD3,UXTD3,UX TS1,UNC3X, UNC3X,ULDD3,U1TS1,ULD S1,UNLD3,UDL	PE1P3	16.27	51.99	38.59							
	Physical Collocation-2-Fiber Cross-Connect			CLO,ULDO3,ULD12, ULD48,U1TO3,U1T12, U1T48,UDLO3,UDL12,UDF	PE1F2	3.23	52.00	38.60							
	Physical Collocation-4-Fiber Cross-Connect			CLO,ULDO3,ULD12, ULD48,U1TO3,U1T12, U1T48,UDLO3,UDL12,UDF	PE1F4	5.73	64.54	51.14							
	Physical Collocation-Welded Wire Cage-First 100 Sq. Ft.			CLO	PE1BW	178.65									
	Physical Collocation-Welded Wire Cage-Add'l 50 Sq. Ft.			CLO	PE1CW	17.52									
	Physical Collocation-Security Access System-Security System per C O			CLO	PE1AX	54.14									
	Physical Collocation-Security Access System-New Access Card Activation, per Card			CLO	PE1A1	0.0607	46.20	46.20	8.72	8.72					
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card			CLO	PE1AA		15.40	15.40							
	Physical Collocation-Security Access System-Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.02	45.02							
	Physical Collocation-Security Access-Initial Key, per Key			CLO	PE1AK		26.19	26.19							
	Physical Collocation-Security Access-Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.19	26.19							
	Physical Collocation-Space Availability Report per premises	I		CLO	PE1SR		2,150.00	2,150.00							
	POT Bay Arrangements prior to 6/1/99-2W Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC, UAL,UHL,UCL,UEQ,CLO, UDL,UNCVX,UNCDCX, UNCNX	PE1PE	0.08									
	POT Bay Arrangements prior to 6/1/99-4W Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC, UAL,UHL,UCL,UEQ,CLO, USL,UNCVX,UNCDCX	PE1PF	0.17									
	POT Bay Arrangements prior to 6/1/99-DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC, UAL,UHL,UCL,UEQ,CLO, WDS1L,WDS1S,USL,U1TD1 UXTD1,UNC1X,ULDD1, USLEL,UNLD1	PE1PG	0.69									

COLLOCATION-Alabama															
CATEGORY	RATE ELEMENTS	Int eri m	So ne	BCS	USOC	RATES(\$)				Svc Order Submitte d Elec per LSR	Svc Order Submitte d Manual ly per	Attachment: 4 Increment al Charge - Manual Svc Order vs. Electroni	Increment al Charge - Manual Svc Order vs.	Exhibit: C Increment al Charge - Manual Svc Order vs. Electronic	Increment al Charge - Manual Svc Order vs.
						Recurring	Nonrecurring First	Nonrecurring Add'l	Nonrecurring First	Nonrecurring Add'l	SOME C	SOMAN	OSS Rates(\$)		
													SOMAN	SOMAN	SOMAN
	POT Bay Arrangements prior to 6/1/99-DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC, UAL,UHL,UCL,UEQ,CLO, UE3,U1TD3,UXTD3, UXTS1,UNC3X,UNCSX, ULDD3,U1TS1,ULDS1, UNLD3,UDL,UDLSX	PE1PH	4.74									
	POT Bay Arrangements prior to 6/1/99-2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC, UAL,UHL,UCL,UEQ,CLO, ULDO3,ULD12,ULD48, U1TO3,U1T12,U1T48, UDLO3,UDL12,UDF	PE1B2	32.02									
	POT Bay Arrangements prior to 6/1/99-4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC, UAL,UHL,UCL,UEQ,CLO, ULDO3,ULD12,ULD48, U1TO3,U1T12,U1T48, UDLO3,UDL12,UDF	PE1B4	40.48									
	Physical Collocation-Request Resend of CFA Information, per CLI			CLO	PE1C9		77.56								
	Collocation Cable Records-per request			CLO	PE1CR		1,518.57		265.99						
	Collocation Cable Records-VG/DS0 Cable, per cable record			CLO	PE1CD		653.83		378.24						
	Collocation Cable Records-VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.62	9.62	11.79	11.79					
	Collocation Cable Records-DS1, per T1TIE			CLO	PE1C1		4.50	4.50	5.52	5.52					
	Collocation Cable Records-DS3, per T3TIE			CLO	PE1C3		15.75	15.75	19.32	19.32					
	Collocation Cable Records-Fiber Cable, per 99 fiber records			CLO	PE1CB		168.97	168.97	154.25	154.25					
	Physical Collocation-Security Escort-Basic, per Half Hour			CLO,CLORS	PE1BT		33.85	21.45							
	Physical Collocation-Security Escort-Overtime, per Half Hour			CLO,CLORS	PE1OT		44.09	27.71							
	Physical Collocation-Security Escort-Premium, per Half Hour			CLO,CLORS	PE1PT		54.33	33.96							
	V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV	33.00									
	V to P Conversion, Per Customer Request-DS0			CLO	PE1BO	33.00									
	V to P Conversion, Per Customer Request-DS1			CLO	PE1B1	52.00									
	V to P Conversion, Per Customer request-DS3			CLO	PE1B3	52.00									
	V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR	23.00									
	V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP	23.00									
	V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS	33.00									
	V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE	37.00									
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7	592.00									
	Physical Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.0011									
	Physical Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO,UE3,USL	PE1DS	0.0016									
	Physical Collocation-Co-Carrier Cross Connects-Application Fee, per application			CLO	PE1DT		584.22								
ADJACENT COLLOCATION															
	Adjacent Collocation-Space Charge per Sq. Ft.			CLOAC	PE1JA	0.2542									
	Adjacent Collocation-Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.44									
	Adjacent Collocation-2W Cross-Connects			CLOAC	PE1P2	0.0598	24.95	23.97	12.80	11.67					
	Adjacent Collocation-4W Cross-Connects			UEA,UHL,UDL, UCL,CLOAC	PE1P4	0.1196	25.14	24.11	13.18	11.96					
	Adjacent Collocation-DS1 Cross-Connects			USL,CLOAC	PE1P1	1.04	44.19	32.13	12.94	11.82					
	Adjacent Collocation-DS3 Cross-Connects			CLOAC	PE1P3	14.12	41.93	30.69	14.72	12.05					
	Adjacent Collocation-2-Fiber Cross-Connect			CLOAC	PE1F2	2.39	41.93	30.69	14.72	12.06					
	Adjacent Collocation-4-Fiber Cross-Connect			CLOAC	PE1F4	4.57	51.14	39.90	18.97	16.30					
	Adjacent Collocation-Application Fee			CLOAC	PE1JB		1,555.00		0.99						
	Adjacent Collocation-120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.39									
	Adjacent Collocation-240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.79									
	Adjacent Collocation-120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.18									
	Adjacent Collocation-277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	37.37									
PHYSICAL COLLOCATION IN THE REMOTE SITE															
	Physical Collocation in the Remote Site-Application Fee			CLORS	PE1RA		608.17	608.17	323.44	323.44					
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	224.82									
	Physical Collocation in the Remote Site-Security Access-Key			CLORS	PE1RD		25.88	25.88							

COLLOCATION-Alabama														
CATEGORY	RATE ELEMENTS	Int eri m	Zo ne	BCS	USOC	RATES(\$)		Svc Order Submitte d Elec per LSR	Svc Order Submitt ed Manuall y per	Attachment: 4 Increment al Charge - Manual Svc Order vs. Electroni	Increment al Charge - Manual Svc Order vs.	Exhibit: C Increment al Charge - Manual Svc Order vs. Electronic	Increment al Charge - Manual Svc Order vs.	Increment al Charge - Manual Svc Order vs.
						Recurring	Nonrecurring First	Nonrecurring Add'l	Nonrecurring First	Nonrecurring Add'l	SOMECSOMAN	SOMECSOMAN	SOMECSOMAN	SOMECSOMAN
	Physical Collocation in the Remote Site-Space Availability Report per Premises Requested			CLORS	PE1SR		229.02	229.02						
	Physical Collocation in the Remote Site-Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		74.22	74.22						
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.38							
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT														
	Remote Site-Adjacent Collocation-AC Power, per breaker amp			CLORS	PE1RS	6.27								
	Remote Site-Adjacent Collocation-Real Estate, per square foot			CLORS	PE1RT	0.134								
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62						
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.														

COLLOCATION-Florida													Attachment: 4		Exhibit: C	
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic
								Recurring	Nonrecurring		Nonrecurring		OSS Rates(\$)			
									First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
		Physical Collocation-Application Fee-Initial				CLO	PE1BA		2,597.00		1.01					
		Physical Collocation-Application Fee-Subsequent				CLO	PE1CA		2,236.00							
		Physical Collocation Reduced Rate-Application Fee-Subsequent				CLO	PE1BL		742.00							
		Physical Collocation-Space Preparation-Firm Order Processing				CLO	PETSJ		288.93							
		Physical Collocation-Space Preparation-C.O. Modification per square ft.				CLO	PETSK	2.38								
		Physical Collocation-Space Preparation-Common Systems Modification per square ft.-Cageless				CLO	PE1SL		2.96							
		Physical Collocation-Space Preparation-Common Systems Modification per Cage				CLO	PE1SM		92.55							
		Physical Collocation-Cable Installation per Cable				CLO	PE1BD		1,750.00		45.16					
		Physical Collocation-Floor Space per Sq. Ft.				CLO	PE1PJ		7.86							
		Physical Collocation-Cable Support Structure				CLO	PE1PM		18.96							
		Physical Collocation-Power, per Fused Amp				CLO	PE1PL		7.80							
		Physical Collocation-Power Reduction, Application Fee	I			CLO	PE1PR		399.43							
		Physical Collocation-120V, Single Phase Standby Power Rate				CLO	PE1FB		5.56							
		Physical Collocation-240V, Single Phase Standby Power Rate				CLO	PE1FD		11.14							
		Physical Collocation-120V, Three Phase Standby Power Rate				CLO	PE1FE		16.70							
		Physical Collocation-277V, Three Phase Standby Power Rate				CLO	PE1FG		38.57							
		Physical Collocation-2W Cross-Connects				UEANL,UEA,UDN,UDC, UAL,UHL,UCL,UEQ,UDL UNCVX,UNLDX,UNCNX	PE1P2	0.0276	8.22	7.22	5.74	4.58				
		Physical Collocation-4W Cross-Connects				CLO,UAL,UDL,UDN,UEA, UHL,UNCVX,UNCDX,UCL	PE1P4	0.0552	8.42	7.36	5.90	4.66				
		Physical Collocation-DS1 Cross-Connects				CLO,UEANL,UEQ,WDS1L WDS1S,USL,U1TD1, UXTD1,UNC1X,ULDD1, USLEL,UNLD1,UDL	PE1P1	1.32	27.77	15.52	5.93	4.77				
		Physical Collocation-DS3 Cross-Connects				CLO,UE3,U1TD3,UXTD3, UXTS1,UNC3X,UNCSX, ULDD3,U1TS1,ULDS1, UNLD3,UDL	PE1P3	16.81	25.48	14.05	7.77	5.01				
		Physical Collocation-2-Fiber Cross-Connect				CLO,ULDO3,ULD12, ULD48,U1TO3,U1T12, U1T48,UDLO3,UDL12,UDF	PE1F2	3.34	41.94	30.52	13.91	11.16				
		Physical Collocation-4-Fiber Cross-Connect				CLO,ULDO3,ULD12,ULD48,U 1TO3,U1T12,U1T48, UDLO3,UDL12,UDF	PE1F4	5.92	51.30	39.87	18.29	15.54				
		Physical Collocation-Welded Wire Cage-First 100 Sq. Ft.				CLO	PE1BW		189.45							
		Physical Collocation-Welded Wire Cage-Add'l 50 Sq. Ft.				CLO	PE1CW		18.58							
		Physical Collocation-Security System Per Central Office Per Assignable Sq. Ft.				CLO	PE1AY		0.0105							
		Physical Collocation-Security Access System-New Access Card Activation, per Card				CLO	PE1A1	0.0577	55.80							
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card				CLO	PE1AA		15.65							
		Physical Collocation-Security Access System-Replace Lost or Stolen Card, per Card				CLO	PE1AR		45.75							
		Physical Collocation-Security Access-Initial Key, per Key				CLO	PE1AK		26.30							
		Physical Collocation-Security Access-Key, Replace Lost or Stolen Key, per Key				CLO	PE1AL		26.30							
		Physical Collocation-Space Availability Report per premises				CLO	PE1SR		2,159.00							
		Physical Collocation-Request Resend of CFA Information, per CLLI				CLO	PE1C9		77.54							
		Collocation Cable Records-per request				CLO	PE1CR		1,525.00		267.08					
		Collocation Cable Records-VG/DS0 Cable, per cable record				CLO	PE1CD		656.50		379.78					
		Collocation Cable Records-VG/DS0 Cable, per each 100 pair				CLO	PE1CO		9.66	9.66	11.84	11.84				
		Collocation Cable Records-DS1, per T1TIE				CLO	PE1C1		4.52	4.52	5.54	5.54				
		Collocation Cable Records-DS3, per T3TIE				CLO	PE1C3		15.82	15.82	19.40	19.40				
		Collocation Cable Records-Fiber Cable, per 99 fiber records				CLO	PE1CB		169.67	169.67	154.89	154.89				
		Physical Collocation-Security Escort-Basic, Per Quarter Hour				CLO	PE1BQ		10.89							

COLLOCATION-Florida														Attachment: 4		Exhibit: C	
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted per Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Manual Svc Order	Incremental Charge - Manual Svc Order vs. Manual Svc Order	Incremental Charge - Manual Svc Order vs. Manual Svc Order	Incremental Charge - Manual Svc Order vs. Manual Svc Order
								Recurring	Nonrecurring		Nonrecurring		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation-Security Escort-Overtime, Per Quarter Hour				CLO	PE1OQ		13.64								
		Physical Collocation-Security Escort-Premium, Per Quarter Hour				CLO	PE1PQ		16.40								
		Physical Collocation-Security Escort-Basic, per Half Hour				CLO,CLORS	PE1BT		33.99	21.54							
		Physical Collocation-Security Escort-Overtime, per Half Hour				CLO,CLORS	PE1OT		44.27	27.82							
		Physical Collocation-Security Escort-Premium, per Half Hour				CLO,CLORS	PE1PT		54.55	34.10							
		V to P Conversion, Per Customer Request-Voice Grade				CLO	PE1BV	33.00									
		V to P Conversion, Per Customer Request-DS0				CLO	PE1BO	33.00									
		V to P Conversion, Per Customer Request-DS1				CLO	PE1B1	52.00									
		V to P Conversion, Per Customer request-DS3				CLO	PE1B3	52.00									
		V to P Conversion, Per Customer Request per VG Circuit Reconfigured				CLO	PE1BR	23.00									
		V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured				CLO	PE1BP	23.00									
		V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured				CLO	PE1BS	33.00									
		V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured				CLO	PE1BE	37.00									
		V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof				CLO	PE1B7	592.00									
		Physical Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure, per cable, per linear ft.				CLO,UDF	PE1ES	0.001									
		Physical Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per cable, per lin. ft.				CLO,UE3,USL	PE1DS	0.0014									
		Physical Collocation-Co-Carrier Cross Connects-Application Fee, per application				CLO	PE1DT		584.11								
ADJACENT COLLOCATION																	
		Adjacent Collocation-Space Charge per Sq. Ft.				CLOAC	PE1JA	0.1635									
		Adjacent Collocation-Electrical Facility Charge per Linear Ft.				CLOAC	PE1JC	5.11									
		Adjacent Collocation-2W Cross-Connects				CLOAC	PE1P2	0.0213	24.68	23.69	11.77	23.79					
		Adjacent Collocation-4W Cross-Connects				UEA,UHL,UDL,UCL,CLOAC	PE1P4	0.0426	24.88	23.83	12.04	10.80					
		Adjacent Collocation-DS1 Cross-Connects				USL,CLOAC	PE1P1	1.22	44.24	31.98	12.07	10.91					
		Adjacent Collocation-DS3 Cross-Connects				CLOAC	PE1P3	16.56	41.94	30.52	13.91	11.15					
		Adjacent Collocation-2-Fiber Cross-Connect				CLOAC	PE1F2	2.81	41.94	30.52	13.91	11.16					
		Adjacent Collocation-4-Fiber Cross-Connect				CLOAC	PE1F4	5.36	51.30	39.87	18.29	15.54					
		Adjacent Collocation-Application Fee				CLOAC	PE1JB		2,785.00		1.01						
		Adjacent Collocation-120V, Single Phase Standby Power Rate per AC Breaker Amp				CLOAC	PE1FB	5.38									
		Adjacent Collocation-240V, Single Phase Standby Power Rate per AC Breaker Amp				CLOAC	PE1FD	10.77									
		Adjacent Collocation-120V, Three Phase Standby Power Rate per AC Breaker Amp				CLOAC	PE1FE	16.15									
		Adjacent Collocation-277V, Three Phase Standby Power Rate per AC Breaker Amp				CLOAC	PE1FG	37.30									
		Adjacent Collocation-Cable Support Structure per Entrance Cable				CLOAC	PE1PM	18.96									
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site-Application Fee				CLORS	PE1RA		617.91		328.81						
		Cabinet Space in the Remote Site per Bay/ Rack				CLORS	PE1RB	219.49									
		Physical Collocation in the Remote Site-Security Access-Key				CLORS	PE1RD		26.30								
		Physical Collocation in the Remote Site-Space Availability Report per Premises Requested				CLORS	PE1SR		232.69								
		Physical Collocation in the Remote Site-Remote Site CLLI Code Request, per CLLI Code Requested				CLORS	PE1RE		75.41								
		Remote Site DLEC Data (BRSDDD), per Compact Disk, per CO				CLORS	PE1RR		233.51								
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation-AC Power, per breaker amp				CLORS	PE1RS	6.27									
		Remote Site-Adjacent Collocation-Real Estate, per square foot				CLORS	PE1RT	0.134									
		Remote Site-Adjacent Collocation-Application Fee				CLORS	PE1RU		755.62	755.62							
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																	

COLLOCATION-Georgia												Attachment: 4		Exhibit: C			
CATEGORY	RATE ELEMENTS			Int erim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitte d Elec per LSR	Svc Order Submitt ed Manuall y per	Increment al Charge - Manual Svc Order vs. Electroni	Increment al Charge - Manual Svc Order vs. Electronic-	Increment al Charge - Manual Svc Order vs. Electronic-	Incremen tal Charge - Manual Svc Order vs.
								Recurring	Nonrecurring		Nonrecurring		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation-Application Fee-Initial				CLO	PE1BA		3,850.00								
		Physical Collocation-Application Fee-Subsequent				CLO	PE1CA		3,130.00	3,130.00							
		Physical Collocation Reduced Rate-Application Fee-Subsequent				CLO	PE1BL		740.83								
		Physical Collocation-Space Preparation Fee Per Square Ft.				CLO	PE1SS		100.00	100.00							
		Physical Collocation-Space Preparation-Firm Order Processing		I		CLO	PE1SJ		1,187.00								
		Physical Collocation-Space Preparation-C.O. Modification per square ft.		I		CLO	PE1SK	2.02									
		Physical Collocation-Space Preparation-Common Systems Modification per square ft.-Cageless		I		CLO	PE1SL	2.80									
		Physical Collocation-Space Preparation-Common Systems Modification per Cage		I		CLO	PE1SM	95.23									
		Physical Collocation-Cable Installation				CLO	PE1BD		2,750.00	2,750.00							
		Physical Collocation-Floor Space per Sq. Ft.				CLO	PE1PJ	7.50									
		Physical Collocation-Floor Space-Zone B per Sq. Ft.				CLO	PE1PK	6.75									
		Physical Collocation-Cable Support Structure				CLO	PE1PM	13.35									
		Physical Collocation-Power -48V DC Power, per Fused Amp		I		CLO	PE1PL	8.06									
		Physical Collocation-Power Reduction, Application Fee		I		CLO	PE1PR		398.80								
		Physical Collocation-120V, Single Phase Standby Power Rate		I		CLO	PE1FB	5.52									
		Physical Collocation-240V, Single Phase Standby Power Rate		I		CLO	PE1FD	11.05									
		Physical Collocation-120V, Three Phase Standby Power Rate		I		CLO	PE1FE	16.58									
		Physical Collocation-277V, Three Phase Standby Power Rate		I		CLO	PE1FG	38.27									
		Physical Collocation-2W Cross-Connects				UEANL,UEA,UDN,UDC, UAL,UHL,UCL,UEQ,UDL, UNCVX,UNLDX,UNCNX	PE1P2	0.30	12.60	12.60							
		Physical Collocation-4W Cross-Connects				CLO,UAL,UDL,UDN,UEA, UHL,UNCVX,UNCDX,UCL	PE1P4	0.50	12.60	12.60							
		Physical Collocation-DS1 Cross-Connects				CLO,UEANL,UEQ,WDS1L,W DS1S,USL,U1TD1,UXTD1,U NC1X,ULDD1,USLEL, UNLD1,UDL	PE1P1	8.00	155.00	27.00							
		Physical Collocation-DS3 Cross-Connects				CLO,UE3,U1TD3,UXTD3, UXTS1,UNC3X,UNCSX, ULDD3,U1TS1,ULDS1, UNLD3,UDL	PE1P3	72.00	155.00	27.00							
		Physical Collocation-2-Fiber Cross-Connect				CLO,ULDO3,ULD12,ULD48 U1TO3,U1T12,U1T48, UDLO3,UDL12,UDF	PE1F2	2.86	52.14	38.72							
		Physical Collocation-4-Fiber Cross-Connect				CLO,ULDO3,ULD12,ULD48 U1TO3,U1T12,U1T48, UDLO3,UDL12,UDF	PE1F4	5.08	64.74	51.31							
		Physical Collocation-Welded Wire Cage-First 100 Sq. Ft.		I		CLO	PE1BW	161.27									
		Physical Collocation-Welded Wire Cage-Add'l 50 Sq. Ft.		I		CLO	PE1CW	15.82									
		Physical Collocation-Security System Per Central Office Per Assignable Sq Ft				CLO	PE1AY	0.0172									
		Physical Collocation-Security Access System-New Access Card Activation, per Card				CLO	PE1A1	0.0607	46.20	46.20							
		Physical Collocation-Security Access System-New Access Card Deactivation, per Card				CLO	PE1A4		8.72	8.72							
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card				CLO	PE1AA		15.40	15.40							
		Physical Collocation-Security Access System-Replace Lost or Stolen Card, per Card				CLO	PE1AR		45.02	45.02							
		Physical Collocation-Security Access-Initial Key, per Key				CLO	PE1AK		26.16	26.16							
		Physical Collocation-Security Access-Key, Replace Lost or Stolen Key, per Key				CLO	PE1AL		26.16	26.16							
		Physical Collocation-Space Availability Report per premises		I		CLO	PE1SR		2,148.00	2,148.00							
		POT Bay Arrangements prior to 6/1/99-2W Cross-Connect, per cross-connect				UEANL,UEA,UDN,UDC, UAL,UHL,UCL,UEQ,CLO, UDL,UNCVX,UNCDX, UNCNX	PE1PE	0.40									

COLLOCATION-Georgia														Attachment: 4		Exhibit: C	
CATEGORY	RATE ELEMENTS	Int eri m	So ne	BCS	USOC	RATES(\$)				Svc Order Submitt ed Elec per LSR	Svc Order Submitt ed Manuall y per	Increment al Charge - Manual Svc Order vs. Electroni	Increment al Charge - Manual Svc Order vs. Electronic-	Increment al Charge - Manual Svc Order vs. Electronic-	Incremen tal Charge - Manual Svc Order vs.		
						Recurring	Nonrecurring		Nonrecurring		OSS Rates(\$)						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	POT Bay Arrangements prior to 6/1/99-4W Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC, UAL,UHL,UCL,UEQ,CLO, USL,UNCVX,UNCDX	PE1PF	1.20											
	POT Bay Arrangements prior to 6/1/99-DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC, UAL,UHL,UCL,UEQ,CLO, WDS1L,WDS1S,USL,U1TD1 ,UXTD1,UNC1X,ULDD1, USLEL,UNLD1	PE1PG	1.20											
	POT Bay Arrangements prior to 6/1/99-DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC, UAL,UHL,UCL,UEQ,CLO, UE3,U1TD3,UXTD3 ,UXTS1,UNC3X,UNC3X, ULDD3,U1TS1,ULDS1, UNLD3,UDL,UDLSX	PE1PH	8.00											
	POT Bay Arrangements prior to 6/1/99-2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC, UAL,UHL,UCL,UEQ,CLO, ULDO3,ULD12,ULD48, U1TO3,U1T12,U1T48, UDLO3,UDL12,UDF	PE1B2	38.79											
	POT Bay Arrangements prior to 6/1/99-4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC, UAL,UHL,UCL,UEQ,CLO, ULDO3,ULD12,ULD48, U1TO3,U1T12,U1T48, UDLO3,UDL12,UDF	PE1B4	52.31											
	Physical Collocation-Request Resend of CFA Information, per CLI			CLO	PE1C9		77.42										
	Collocation Cable Records-per request			CLO	PE1CR		1,706.00										
	Collocation Cable Records-VG/DS0 Cable, per cable record			CLO	PE1CD		922.38										
	Collocation Cable Records-VG/DS0 Cable, per each 100 pair			CLO	PE1CO		18.00	18.00									
	Collocation Cable Records-DS1, per T1TIE			CLO	PE1C1		8.43	8.43									
	Collocation Cable Records-DS3, per T3TIE			CLO	PE1C3		29.49	29.49									
	Collocation Cable Records-Fiber Cable, per 99 fiber records			CLO	PE1CB		278.61	278.61									
	Physical Collocation-Security Escort-Basic, per Half Hour			CLO,CLORS	PE1BT		41.00	25.00									
	Physical Collocation-Security Escort-Overtime, per Half Hour			CLO,CLORS	PE1OT		48.00	30.00									
	Physical Collocation-Security Escort-Premium, per Half Hour			CLO,CLORS	PE1PT		55.00	35.00									
	V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV	33.00											
	V to P Conversion, Per Customer Request-DS0			CLO	PE1BO	33.00											
	V to P Conversion, Per Customer Request-DS1			CLO	PE1B1	52.00											
	V to P Conversion, Per Customer request-DS3			CLO	PE1B3	52.00											
	V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR	23.00											
	V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP	23.00											
	V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS	33.00											
	V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE	37.00											
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7	592.00											
	Physical Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.001											
	Physical Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO,UE3,USL	PE1DS	0.0015											
	Physical Collocation-Co-Carrier Cross Connects-Application Fee, per application			CLO	PE1DT		583.18										
ADJACENT COLLOCATION																	
	Adjacent Collocation-Space Charge per Sq. Ft.			CLOAC	PE1JA	0.2542											
	Adjacent Collocation-Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.44											
	Adjacent Collocation-2W Cross-Connects			CLOAC	PE1P2	0.598	24.95	23.97	11.80	10.67							
	Adjacent Collocation-4W Cross-Connects			UEA,UHL,UDL, UCL,CLOAC	PE1P4	0.1196	25.14	24.11	12.15	10.93							
	Adjacent Collocation-DS1 Cross-Connects			USL,CLOAC	PE1P1	1.04	44.19	32.13	11.93	10.81							
	Adjacent Collocation-DS3 Cross-Connects			CLOAC	PE1P3	14.12	41.93	30.69	13.71	11.04							
	Adjacent Collocation-2-Fiber Cross-Connect			CLOAC	PE1F2	2.39	41.93	30.69	13.71	11.05							

COLLOCATION-Georgia												Attachment: 4		Exhibit: C	
CATEGORY	RATE ELEMENTS	Int eri m	Zo ne	BCS	USOC	RATES(\$)				Svc Order Submitte d Elec per LSR	Svc Order Submitt ed Manuall y per	Increment al Charge - Manual Svc Order vs. Electroni	Increment al Charge - Manual Svc Order vs. Electronic-	Increment al Charge - Manual Svc Order vs. Electronic-	Incremen tal Charge - Manual Svc Order vs.
						Recurring	Nonrecurring		Nonrecurring		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
	Adjacent Collocation-4-Fiber Cross-Connect			CLOAC	PE1F4	4.57	51.14	39.90	17.96	15.29					
	Adjacent Collocation-Application Fee			CLOAC	PE1JB		1,555.00								
	Adjacent Collocation-120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.39									
	Adjacent Collocation-240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.79									
	Adjacent Collocation-120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.18									
	Adjacent Collocation-277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	38.27									
	Adjacent Collocation-240V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JD	37.37									
PHYSICAL COLLOCATION IN THE REMOTE SITE															
	Physical Collocation in the Remote Site-Application Fee			CLORS	PE1RA		608.18	608.17	323.63	323.63					
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	224.82									
	Physical Collocation in the Remote Site-Security Access-Key			CLORS	PE1RD		25.88	25.88							
	Physical Collocation in the Remote Site-Space Availability Report per Premises Requested			CLORS	PE1SR		229.02	229.02							
	Physical Collocation in the Remote Site-Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		74.22	74.22							
	Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		232.88								
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT															
	Remote Site-Adjacent Collocation-AC Power, per breaker amp			CLORS	PE1RS	6.27									
	Remote Site-Adjacent Collocation-Real Estate, per square foot			CLORS	PE1RT	0.134									
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62							
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.															

COLLOCATION-Kentucky														Attachment: 4		Exhibit: C	
CATEGORY	RATE ELEMENTS			Inte rim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitte d Elec per LSR	Svc Order Submitte d Manually per LSR	Increment al Charge Manual Svc Order vs. Electronic	Increment al Charge Manual Svc Order vs. Electronic	Increment al Charge Manual Svc Order vs. Electronic	Increment al Charge Manual Svc Order vs. Electronic
								Recurring	Nonrecurring		Nonrecurring		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation-Application Fee-Initial				CLO	PE1BA		3,773.54	3,773.54	1.01	1.01					
		Physical Collocation-Application Fee-Subsequent				CLO	PE1CA		3,145.35	3,145.35	1.01	1.01					
		Physical Collocation Reduced Rate-Application Fee-Subsequent				CLO	PE1BL		742.12								
		Physical Collocation-Space Preparation-Firm Order Processing				CLO	PE1SJ		1,206.07	1,206.07							
		Physical Collocation-Space Preparation-C.O. Modification per square ft.				CLO	PE1SK	2.32									
		Physical Collocation-Space Preparation-Common Systems Modification per square ft.-Cageless				CLO	PE1SL	3.26									
		Physical Collocation-Space Preparation-Common Systems Modification per Cage				CLO	PE1SM	110.57									
		Physical Collocation-Cable Installation				CLO	PE1BD		1,729.11		45.16						
		Physical Collocation-Floor Space per Sq. Ft.				CLO	PE1PJ	7.99									
		Physical Collocation-Cable Support Structure				CLO	PE1PM	19.86									
		Physical Collocation-Power -48V DC Power, per Fused Amp				CLO	PE1PL	8.06									
		Physical Collocation-Power Reduction, Application Fee				CLO	PE1PR		399.50								
		Physical Collocation-120V, Single Phase Standby Power Rate				CLO	PE1FB	5.44									
		Physical Collocation-240V, Single Phase Standby Power Rate				CLO	PE1FD	10.88									
		Physical Collocation-120V, Three Phase Standby Power Rate				CLO	PE1FE	16.32									
		Physical Collocation-277V, Three Phase Standby Power Rate				CLO	PE1FG	37.68									
		Physical Collocation-2W Cross-Connects				UEANL,UEA,UDN,UDC,UAL, UHL,UCL,UEQ,UDL,UNCVX, UNLDX,UNCNX	PE1P2	0.0333	24.68	23.68	12.14	10.95					
		Physical Collocation-4W Cross-Connects				CLO,UAL,UDL,UDN,UEA,UHL,UN CVX,UNCDX,UCL	PE1P4	0.0665	24.88	23.82	12.77	11.46					
		Physical Collocation-DS1 Cross-Connects				CLO,UEANL,UEQ,WDS1L, WDS1S,USL,U1TD1,UXTD1, UNC1X,ULDD1,USLEL,UNLD1,U DL	PE1P1	1.48	44.23	31.98	12.81	11.57					
		Physical Collocation-DS3 Cross-Connects				CLO,UE3,U1TD3,UXTD3, UXTS1,UNC3X,UNC3X, ULDD3,U1TS1,ULDS1,UNLD3,U DL	PE1P3	18.89	41.93	30.51	14.75	11.83					
		Physical Collocation-2-Fiber Cross-Connect				CLO,ULDO3,ULD12,ULD48, U1TO3,U1T12,U1T48, UDLO3,UDL12,UDF	PE1F2	3.75	41.93	30.51	14.76	11.84					
		Physical Collocation-4-Fiber Cross-Connect				CLO,ULDO3,ULD12,ULD48, U1TO3,U1T12,U1T48, UDLO3,UDL12,UDF	PE1F4	6.65	51.29	39.87	19.41	16.49					
		Physical Collocation-Welded Wire Cage-First 100 Sq. Ft.				CLO	PE1BW	184.97									
		Physical Collocation-Welded Wire Cage-Add'l 50 Sq. Ft.				CLO	PE1CW	18.14									
		Physical Collocation-Security Access System-Security System per C O				CLO	PE1AX	76.10									
		Physical Collocation-Security Access System-New Access Card Activation, per Card				CLO	PE1A1	0.058	55.79	55.79							
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card				CLO	PE1AA		15.64	15.64							
		Physical Collocation-Security Access System-Replace Lost or Stolen Card, per Card				CLO	PE1AR		45.74	45.74							
		Physical Collocation-Security Access-Initial Key, per Key				CLO	PE1AK		26.29	26.29							
		Physical Collocation-Security Access-Key, Replace Lost or Stolen Key, per Key				CLO	PE1AL		26.29	26.29							
		Physical Collocation-Space Availability Report per premises				CLO	PE1SR		2,158.67	2,158.67							
		POT Bay Arrangements prior to 6/1/99-2W Cross-Connect, per cross-connect				UEANL,UEA,UDN,UDC,UAL, UHL,UCL,UEQ,CLO,UDL, UNCVX,UNCDX,UNCNX	PE1PE	0.113									
		POT Bay Arrangements prior to 6/1/99-4W Cross-Connect, per cross-connect				UEANL,UEA,UDN,UDC,UAL, UHL,UCL,UEQ,CLO,USL, UNCVX,UNCDX	PE1PF	0.23									

COLLOCATION-Kentucky														Attachment: 4		Exhibit: C	
CATEGORY	RATE ELEMENTS			Inte rim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitte d Elec per LSR	Svc Order Submitte d Manually per LSR	Increment al Charge Manual Svc Order vs. Electronic	Increment al Charge Manual Svc Order vs. Electronic	Increment al Charge Manual Svc Order vs. Electronic	Increment al Charge Manual Svc Order vs. Electronic
								Recurring	Nonrecurring		Nonrecurring		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
		POT Bay Arrangements prior to 6/1/99-DS1 Cross-Connect, per cross-connect				UEANL,UEA,UDN,UDC,UAL, UHL,UCL,UEQ,CLO,WDS1L, WDS1S,USL,U1TD1,UXTD1, UNC1X,ULDD1,USLEL,UNLD1	PE1PG	1.60									
		POT Bay Arrangements prior to 6/1/99-DS3 Cross-Connect, per cross-connect				UEANL,UEA,UDN,UDC,UAL, UHL,UCL,UEQ,CLO,UE3, U1TD3,UXTD3,UXTS1,UNC3X, UNCXS,ULDD3,U1TS1,ULDS1,U NLD3,UDL,UDLSX	PE1PH	14.23									
		POT Bay Arrangements prior to 6/1/99-2-Fiber Cross-Connect, per cross-connect				UEANL,UEA,UDN,UDC,UAL, UHL,UCL,UEQ,CLO,ULDO3, ULD12,ULD48,U1TO3,U1T12, U1T48,UDLO3,UDL12,UDF	PE1B2	48.57									
		POT Bay Arrangements prior to 6/1/99-4-Fiber Cross-Connect, per cross-connect				UEANL,UEA,UDN,UDC,UAL, UHL,UCL,UEQ,CLO,ULDO3, ULD12,ULD48,U1TO3,U1T12, U1T48,UDLO3,UDL12,UDF	PE1B4	65.50									
		Physical Collocation-Request Resend of CFA Information, per CLI				CLO	PE1C9		77.55								
		Collocation Cable Records-per request				CLO	PE1CR		1,524.45	980.01	267.02						
		Collocation Cable Records-VG/DS0 Cable, per cable record				CLO	PE1CD		656.37	656.37	379.70						
		Collocation Cable Records-VG/DS0 Cable, per each 100 pair				CLO	PE1CO		9.65	9.65	11.84	11.84					
		Collocation Cable Records-DS1, per T1TIE				CLO	PE1C1		4.52	4.52	5.54	5.54					
		Collocation Cable Records-DS3, per T3TIE				CLO	PE1C3		15.81	15.81	19.39	19.39					
		Collocation Cable Records-Fiber Cable, per 99 fiber records				CLO	PE1CB		169.63	169.63	154.85	154.85					
		Physical Collocation-Security Escort-Basic, per Half Hour				CLO,CLORS	PE1BT		33.98	21.53							
		Physical Collocation-Security Escort-Overtime, per Half Hour				CLO,CLORS	PE1OT		44.26	27.81							
		Physical Collocation-Security Escort-Premium, per Half Hour				CLO,CLORS	PE1PT		54.54	34.09							
		V to P Conversion, Per Customer Request-Voice Grade				CLO	PE1BV	33.00									
		V to P Conversion, Per Customer Request-DS0				CLO	PE1BO	33.00									
		V to P Conversion, Per Customer Request-DS1				CLO	PE1B1	52.00									
		V to P Conversion, Per Customer request-DS3				CLO	PE1B3	52.00									
		V to P Conversion, Per Customer Request per VG Circuit Reconfigured				CLO	PE1BR	23.00									
		V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured				CLO	PE1BP	23.00									
		V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured				CLO	PE1BS	33.00									
		V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured				CLO	PE1BE	37.00									
		V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof				CLO	PE1B7	592.00									
		Physical Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure, per cable, per linear ft.				CLO,UDF	PE1ES	0.0012									
		Physical Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per cable, per lin. ft.				CLO,UE3,USL	PE1DS	0.0018									
		Physical Collocation-Co-Carrier Cross Connects-Application Fee, per application				CLO	PE1DT		584.20								
ADJACENT COLLOCATION																	
		Adjacent Collocation-Space Charge per Sq. Ft.				CLOAC	PE1JA	0.0173									
		Adjacent Collocation-Electrical Facility Charge per Linear Ft.				CLOAC	PE1JC	5.35									
		Adjacent Collocation-2W Cross-Connects				CLOAC	PE1P2	0.0258	24.68	23.68	12.14	10.95					
		Adjacent Collocation-4W Cross-Connects				UEA,UHL,UDL,UCL,CLOAC	PE1P4	0.0515	24.88	23.82	12.77	11.46					
		Adjacent Collocation-DS1 Cross-Connects				USL,CLOAC	PE1P1	1.37	44.23	31.98	12.81	11.57					
		Adjacent Collocation-DS3 Cross-Connects				CLOAC	PE1P3	18.61	41.93	30.51	14.75	11.83					
		Adjacent Collocation-2-Fiber Cross-Connect				CLOAC	PE1F2	3.15	41.93	30.51	14.76	11.84					
		Adjacent Collocation-4-Fiber Cross-Connect				CLOAC	PE1F4	6.02	51.29	39.87	19.41	16.49					
		Adjacent Collocation-Application Fee				CLOAC	PE1JB		3,165.50		1.01						
		Adjacent Collocation-120V, Single Phase Standby Power Rate per AC Breaker Amp				CLOAC	PE1FB	5.44									
		Adjacent Collocation-240V, Single Phase Standby Power Rate per AC Breaker Amp				CLOAC	PE1FD	10.88									

COLLOCATION-Kentucky												Attachment: 4		Exhibit: C			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Electronically per LSR	Svc Order Submitted Manually per LSR	Incremental Charge Manual Svc Order vs. Electronic	Incremental Charge Manual Svc Order vs. Electronic	Incremental Charge Manual Svc Order vs. Electronic	Incremental Charge Manual Svc Order vs. Electronic	
							Recurring	Nonrecurring		Nonrecurring		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Adjacent Collocation-120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.32										
		Adjacent Collocation-277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	37.68										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site-Application Fee			CLORS	PE1RA		617.78		338.89							
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	219.67										
		Physical Collocation in the Remote Site-Security Access-Key			CLORS	PE1RD		26.29									
		Physical Collocation in the Remote Site-Space Availability Report per Premises Requested			CLORS	PE1SR		232.64									
		Physical Collocation in the Remote Site-Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		75.40									
		Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		233.42									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation-AC Power, per breaker amp			CLORS	PE1RS	6.27										
		Remote Site-Adjacent Collocation-Real Estate, per square foot			CLORS	PE1RT	0.134										
		Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																	

COLLOCATION-Louisiana														Attachment: 4		Exhibit: C	
CATEGORY	RATE ELEMENTS			Inte rim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge Manual Svc Order vs. Electronic	Incremental Charge Manual Svc Order vs. Electronic	Incremental Charge Manual Svc Order vs. Electronic	Incremental Charge Manual Svc Order vs. Electronic
								Recurring	Nonrecurring		Nonrecurring		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation-Application Fee-Initial				CLO	PE1BA		1,837.24								
		Physical Collocation-Application Fee-Subsequent				CLO	PE1CA		1,533.41								
		Physical Collocation Reduced Rate-Application Fee-Subsequent				CLO	PE1BL		741.97								
		Physical Collocation-Space Preparation-Firm Order Processing				CLO	PE1SJ		583.33								
		Physical Collocation-Space Preparation-C.O. Modification per square ft.				CLO	PE1SK	2.31									
		Physical Collocation-Space Preparation-Common Systems Modification per square ft.-Cageless				CLO	PE1SL	2.70									
		Physical Collocation-Space Preparation-Common Systems Modification per Cage				CLO	PE1SM	91.60									
		Physical Collocation-Cable Installation				CLO	PE1BD		841.54	841.54							
		Physical Collocation-Floor Space per Sq. Ft.				CLO	PE1PJ	5.30									
		Physical Collocation-Cable Support Structure				CLO	PE1PM	18.31									
		Physical Collocation-Power -48V DC Power, per Fused Amp	I			CLO	PE1PL	8.32									
		Physical Collocation-Power Reduction, Application Fee	I			CLO	PE1PR		398.88								
		Physical Collocation-120V, Single Phase Standby Power Rate				CLO	PE1FB	5.45									
		Physical Collocation-240V, Single Phase Standby Power Rate				CLO	PE1FD	10.92									
		Physical Collocation-120V, Three Phase Standby Power Rate				CLO	PE1FE	16.37									
		Physical Collocation-277V, Three Phase Standby Power Rate				CLO	PE1FG	37.80									
		Physical Collocation-2W Cross-Connects				UEANL,UEA,UDN,UDC,UAL,UH L,UCL,UEQ,UDL,UNCVX,UNLD X,UNCNX	PE1P2	0.0318	11.94	11.46							
		Physical Collocation-4W Cross-Connects				CLO,UAL,UDL,UDN,UEA, UHL,UNCVX,UNCDX,UCL	PE1P4	0.0636	12.04	11.53							
		Physical Collocation-DS1 Cross-Connects				CLO,UEANL,UEQ,WDS1L, WDS1S,USL,U1TD1,UXTD1, UNC1X,ULDD1,USLEL,UNLD1, UDL	PE1P1	1.04	21.39	15.47							
		Physical Collocation-DS3 Cross-Connects				CLO,UE3,U1TD3,UXTD3, UXTS1,UNC3X,UNCSX, ULDD3,U1TS1,ULDS1,UNLD3, UDL	PE1P3	13.21	20.28	14.76							
		Physical Collocation-2-Fiber Cross-Connect				CLO,ULDO3,ULD12,ULD48, U1TO3,U1T12,U1T48, UDLO3,UDL12,UDF	PE1F2	2.62	20.28	14.76							
		Physical Collocation-4-Fiber Cross-Connect				CLO,ULDO3,ULD12,ULD48, U1TO3,U1T12,U1T48, UDLO3,UDL12,UDF	PE1F4	4.65	24.81	19.29							
		Physical Collocation-Welded Wire Cage-First 100 Sq. Ft.				CLO	PE1BW	184.50									
		Physical Collocation-Welded Wire Cage-Add'l 50 Sq. Ft.				CLO	PE1CW	18.10									
		Physical Collocation-Security System Per C O Per Assignable Sq Ft				CLO	PE1AY	0.0224									
		Physical Collocation-Security Access System-New Access Card Activation, per Card				CLO	PE1A1	0.0579	27.50								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card				CLO	PE1AA		7.74	7.74							
		Physical Collocation-Security Access System-Replace Lost or Stolen Card, per Card				CLO	PE1AR		22.64	22.64							
		Physical Collocation-Security Access-Initial Key, per Key				CLO	PE1AK		13.01	13.01							
		Physical Collocation-Security Access-Key, Replace Lost or Stolen Key, per Key				CLO	PE1AL		13.01	13.01							
		Physical Collocation-Space Availability Report per premises				CLO	PE1SR		1,044.07	1,044.07							
		POT Bay Arrangements prior to 6/1/99-2W Cross-Connect, per cross-connect				UEANL,UEA,UDN,UDC,UAL,UH L,UCL,UEQ,CLO,UDL, UNCVX,UNCDX,UNCNX	PE1PE	0.079									

COLLOCATION-Louisiana														Attachment: 4		Exhibit: C	
CATEGORY	RATE ELEMENTS			Inte rim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitte d Elec per LSR	Svc Order Submitte d Manually per LSR	Increment al Charge Manual Svc Order vs. Electronic	Incrementa l Charge - Manual Svc Order vs. Electronic	Increment al Charge Manual Svc Order vs. Electronic	Increment al Charge Manual Svc Order vs. Electronic
								Recurring	Nonrecurring		Nonrecurring		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN
		POT Bay Arrangements prior to 6/1/99-4W Cross-Connect, per cross-connect				UEANL,UEA,UDN,UDC,UAL,UH L,UCL,UEQ,CLO,USL, UNCVX,UNCDX	PE1PF	0.158									
		POT Bay Arrangements prior to 6/1/99-DS1 Cross-Connect, per cross-connect				UEANL,UEA,UDN,UDC,UAL,UH L,UCL,UEQ,CLO,WDS1L,WDS 1S,USL,U1TD1,UXTD1, UNC1X,ULDD1,USLEL,UNLD1	PE1PG	1.12									
		POT Bay Arrangements prior to 6/1/99-DS3 Cross-Connect, per cross-connect				UEANL,UEA,UDN,UDC,UAL,UH L,UCL,UEQ,CLO,UE3, U1TD3,UXTD3,UXTS1, UNC3X,UNC3X,ULDD3, U1TS1,ULDS1,UNLD3,UDL, UDLSX	PE1PH	9.95									
		POT Bay Arrangements prior to 6/1/99-2-Fiber Cross-Connect, per cross-connect				UEANL,UEA,UDN,UDC,UAL,UH L,UCL,UEQ,CLO,ULDO3, ULD12,ULD48,U1TO3,U1T12,U 1T48,UDLO3,UDL12,UDF	PE1B2	33.96									
		POT Bay Arrangements prior to 6/1/99-4-Fiber Cross-Connect, per cross-connect				UEANL,UEA,UDN,UDC,UAL,UH L,UCL,UEQ,CLO,ULDO3, ULD12,ULD48,U1TO3,U1T12,U 1T48,UDLO3,UDL12,UDF	PE1B4	45.80									
		Physical Collocation-Request Resend of CFA Information, per CLLI				CLO	PE1C9		77.43								
		Collocation Cable Records-per request				CLO	PE1CR	10.97									
		Collocation Cable Records-VG/DS0 Cable, per cable record				CLO	PE1CD	5.29									
		Collocation Cable Records-VG/DS0 Cable, per each 100 pair				CLO	PE1CO	0.08									
		Collocation Cable Records-DS1, per T1TIE				CLO	PE1C1	0.04									
		Collocation Cable Records-DS3, per T3TIE				CLO	PE1C3	0.13									
		Collocation Cable Records-Fiber Cable, per 99 fiber records				CLO	PE1CB	1.37									
		Physical Collocation-Security Escort-Basic, per Half Hour				CLO,CLORS	PE1BT		16.44	10.42							
		Physical Collocation-Security Escort-Overtime, per Half Hour				CLO,CLORS	PE1OT		21.41	13.45							
		Physical Collocation-Security Escort-Premium, per Half Hour				CLO,CLORS	PE1PT		26.38	16.49							
		V to P Conversion, Per Customer Request-Voice Grade				CLO	PE1BV	33.00									
		V to P Conversion, Per Customer Request-DS0				CLO	PE1BO	33.00									
		V to P Conversion, Per Customer Request-DS1				CLO	PE1B1	52.00									
		V to P Conversion, Per Customer request-DS3				CLO	PE1B3	52.00									
		V to P Conversion, Per Customer Request per VG Circuit Reconfigured				CLO	PE1BR	23.00									
		V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured				CLO	PE1BP	23.00									
		V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured				CLO	PE1BS	33.00									
		V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured				CLO	PE1BE	37.00									
		V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof				CLO	PE1B7	592.00									
		Physical Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure, per cable, per linear ft.				CLO,UDF	PE1ES	0.001									
		Physical Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per cable, per lin. ft.				CLO,UE3,USL	PE1DS	0.0015									
		Physical Collocation-Co-Carrier Cross Connects-Application Fee, per application				CLO	PE1DT		583.30								
ADJACENT COLLOCATION																	
		Adjacent Collocation-Space Charge per Sq. Ft.				CLOAC	PE1JA	0.0552									
		Adjacent Collocation-Electrical Facility Charge per Linear Ft.				CLOAC	PE1JC	5.61									
		Adjacent Collocation-2W Cross-Connects				CLOAC	PE1P2	0.0245	11.94	11.46							
		Adjacent Collocation-4W Cross-Connects				UEA,UHL,UDL,UCL,CLOAC	PE1P4	0.0491	12.04	11.53							
		Adjacent Collocation-DS1 Cross-Connects				USL,CLOAC	PE1P1	0.9605	21.39	15.47							
		Adjacent Collocation-DS3 Cross-Connects				CLOAC	PE1P3	13.01	20.28	14.76							
		Adjacent Collocation-2-Fiber Cross-Connect				CLOAC	PE1F2	2.20	20.28	14.76							
		Adjacent Collocation-4-Fiber Cross-Connect				CLOAC	PE1F4	4.21	24.81	19.29							
		Adjacent Collocation-Application Fee				CLOAC	PE1JB		1,543.20								

COLLOCATION-Louisiana													Attachment: 4	Exhibit: C	
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge Manual Svc Order vs. Electronic	Incremental Charge Manual Svc Order vs. Electronic	Incremental Charge Manual Svc Order vs. Electronic
							Recurring	Nonrecurring		Nonrecurring		OSS Rates(\$)			
								First	Add'l	First	Add'l	SOMECSOMAN	SOMAN	SOMAN	SOMAN
		Adjacent Collocation-120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.45								
		Adjacent Collocation-240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	10.92								
		Adjacent Collocation-120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.37								
		Adjacent Collocation-277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	37.80								
PHYSICAL COLLOCATION IN THE REMOTE SITE															
		Physical Collocation in the Remote Site-Application Fee			CLORS	PE1RA		298.80	298.80						
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	225.39								
		Physical Collocation in the Remote Site-Security Access-Key			CLORS	PE1RD		13.01	13.01						
		Physical Collocation in the Remote Site-Space Availability Report per Premises Requested			CLORS	PE1SR		112.52	112.52						
		Physical Collocation in the Remote Site-Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		36.47	36.47						
		Remote Site DLEC Data (BRSDDD), per Compact Disk, per CO			CLORS	PE1RR		233.21							
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT															
		Remote Site-Adjacent Collocation-AC Power, per breaker amp			CLORS	PE1RS	6.27								
		Remote Site-Adjacent Collocation-Real Estate, per square foot			CLORS	PE1RT	0.134								
		Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62						
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.															

COLLOCATION-Mississippi

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic				
						Recurring	Nonrecurring		Nonrecurring		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Physical Collocation-Application Fee-Initial			CLO	PE1BA		1,890.38		0.051							
	Physical Collocation-Application Fee-Subsequent			CLO	PE1CA		1,575.69		0.51							
	Physical Collocation Reduced Rate-Application Fee-Subsequent			CLO	PE1BL		740.76									
	Physical Collocation-Space Preparation-Firm Order Processing	I		CLO	PE1SJ		604.19									
	Physical Collocation-Space Preparation-C.O. Modification per square ft.	I		CLO	PE1SK	2.30										
	Physical Collocation-Space Preparation-Common Systems Modification per sq ft-Cageless	I		CLO	PE1SL	2.52										
	Physical Collocation-Space Preparation-Common Systems Modification per Cage	I		CLO	PE1SM	85.67										
	Physical Collocation-Cable Installation			CLO	PE1BD		926.27	926.27	22.62							
	Physical Collocation-Floor Space per Sq. Ft.			CLO	PE1PJ	5.74										
	Physical Collocation-Cable Support Structure			CLO	PE1PM	17.42										
	Physical Collocation-Power -48V DC Power, per Fused Amp	I		CLO	PE1PL	7.33										
	Physical Collocation-Power Reduction, Application Fee	I		CLO	PE1PR		398.76									
	Physical Collocation-120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.29										
	Physical Collocation-240V, Single Phase Standby Power Rate	I		CLO	PE1FD	10.58										
	Physical Collocation-120V, Three Phase Standby Power Rate	I		CLO	PE1FE	15.87										
	Physical Collocation-277V, Three Phase Standby Power Rate	I		CLO	PE1FG	36.65										
	Physical Collocation-2W Cross-Connects			UEANL,UEA,UDN,UDC, UAL,UHL,UCL,UEQ,UDL, UNCVX,UNLDX,UNCNX	PE1P2	0.0288	12.37	11.87	6.04	5.45						
	Physical Collocation-4W Cross-Connects			CLO,UAL,UDL,UDN,UEA, UHL,UNCVX,UNCDX,UCL	PE1P4	0.0576	12.47	11.94	6.59	5.91						
	Physical Collocation-DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L, WDS1S,USL,U1TD1,UXTD1, UNC1X,ULDD1,USLEL, UNLD1,UDL	PE1P1	1.14	22.16	16.02	6.60	5.97						
	Physical Collocation-DS3 Cross-Connects			CLO,UE3,U1TD3,UXTD3, UXTS1,UNC3X,UNC3X, ULDD3,U1TS1,ULDS1, UNLD3,UDL	PE1P3	14.49	21.01	15.29	7.61	6.10						
	Physical Collocation-2-Fiber Cross-Connect			CLO,ULDO3,ULD12,ULD48,U 1TO3,U1T12,U1T48, UDLO3,UDL12,UDF	PE1F2	2.87	21.01	15.29	7.61	6.10						
	Physical Collocation-4-Fiber Cross-Connect			CLO,ULDO3,ULD12,ULD48,U 1TO3,U1T12,U1T48, UDLO3,UDL12,UDF	PE1F4	5.10	25.70	19.97	10.01	8.50						
	Physical Collocation-Welded Wire Cage-First 100 Sq. Ft.			CLO	PE1BW	183.20										
	Physical Collocation-Welded Wire Cage-Add'l 50 Sq. Ft.			CLO	PE1CW	17.97										
	Physical Collocation-Security Access System-Security System per Central Office	I		CLO	PE1AX	75.23										
	Physical Collocation-Security Access System-New Access Card Activation, per Card	I		CLO	PE1A1	0.0576	27.95	27.95								
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card	I		CLO	PE1AA		7.84	7.84								
	Physical Collocation-Security Access System-Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.91	22.91								
	Physical Collocation-Security Access-Initial Key, per Key			CLO	PE1AK		13.17	13.17								
	Physical Collocation-Security Access-Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.17	13.17								
	Physical Collocation-Space Availability Report per premises	I		CLO	PE1SR		1,081.40	1,081.40								
	POT Bay Arrangements prior to 6/1/99-2W Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC, UAL,UHL,UCL,UEQ,CLO, UDL,UNCVX,UNCDX, UNCNX	PE1PE	0.0867										
	POT Bay Arrangements prior to 6/1/99-4W Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC, UAL,UHL,UCL,UEQ,CLO, USL,UNCVX,UNCDX	PE1PF	0.1734										

COLLOCATION-Mississippi														Attachment: 4		Exhibit: C	
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted per LSR	Svc Order Submitted Manually per	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs.	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs.
								Recurring	Nonrecurring		Nonrecurring		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		POT Bay Arrangements prior to 6/1/99-DS1 Cross-Connect, per cross-connect				UEANL,UEA,UDN,UDC, UAL,UHL,UCL,UEQ,CLO, WDS1L,WDS1S,USL,U1TD1, UXTD1,UNC1X,ULDD1, USLEL,UNLD1	PE1PG	1.22									
		POT Bay Arrangements prior to 6/1/99-DS3 Cross-Connect, per cross-connect				UEANL,UEA,UDN,UDC, UAL,UHL,UCL,UEQ,CLO, UE3,U1TD3,UXTD3,UXTS1,U NC3X,UNC SX,ULDD3, U1TS1,ULDS1,UNLD3,UDL,U DLSX	PE1PH	10.91									
		POT Bay Arrangements prior to 6/1/99-2-Fiber Cross-Connect, per cross-connect				UEANL,UEA,UDN,UDC, UAL,UHL,UCL,UEQ,CLO, ULDO3,ULD12,ULD48, U1TO3,U1T12,U1T48, UDLO3,UDL12,UDF	PE1B2	37.26									
		POT Bay Arrangements prior to 6/1/99-4-Fiber Cross-Connect, per cross-connect				UEANL,UEA,UDN,UDC, UAL,UHL,UCL,UEQ,CLO, ULDO3,ULD12,ULD48, U1TO3,U1T12,U1T48, UDLO3,UDL12,UDF	PE1B4	50.24									
		Physical Collocation-Request Resend of CFA Information, per CLI				CLO	PE1C9		77.41								
		Collocation Cable Records-per request				CLO	PE1CR		763.69		133.77						
		Collocation Cable Records-VG/DS0 Cable, per cable record				CLO	PE1CD		328.81		190.22						
		Collocation Cable Records-VG/DS0 Cable, per each 100 pair				CLO	PE1CO		4.84	4.84	5.93	5.93					
		Collocation Cable Records-DS1, per T1TIE				CLO	PE1C1		2.27	2.27	2.78	2.78					
		Collocation Cable Records-DS3, per T3TIE				CLO	PE1C3		7.92	7.92	9.72	9.72					
		Collocation Cable Records-Fiber Cable, per 99 fiber records				CLO	PE1CB		84.98	84.98	77.58	77.58					
		Physical Collocation-Security Escort-Basic, per Half Hour				CLO,CLO RS	PE1BT		17.02	10.79							
		Physical Collocation-Security Escort-Overtime, per Half Hour				CLO,CLO RS	PE1OT		22.17	13.94							
		Physical Collocation-Security Escort-Premium, per Half Hour				CLO,CLO RS	PE1PT		27.32	17.08							
		V to P Conversion, Per Customer Request-Voice Grade				CLO	PE1BV	33.00									
		V to P Conversion, Per Customer Request-DS0				CLO	PE1BO	33.00									
		V to P Conversion, Per Customer Request-DS1				CLO	PE1B1	52.00									
		V to P Conversion, Per Customer request-DS3				CLO	PE1B3	52.00									
		V to P Conversion, Per Customer Request per VG Circuit Reconfigured				CLO	PE1BR	23.00									
		V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured				CLO	PE1BP	23.00									
		V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured				CLO	PE1BS	33.00									
		V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured				CLO	PE1BE	37.00									
		V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof				CLO	PE1B7	592.00									
		Physical Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure, per cable, per linear ft.				CLO,UDF	PE1ES	0.001									
		Physical Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per cable, per lin. ft.				CLO,UE3,USL	PE1DS	0.0015									
		Physical Collocation-Co-Carrier Cross Connects-Application Fee, per application				CLO	PE1DT	583.13									
ADJACENT COLLOCATION																	
		Adjacent Collocation-Space Charge per Sq. Ft.				CLOAC	PE1JA	0.0678									
		Adjacent Collocation-Electrical Facility Charge per Linear Ft.				CLOAC	PE1JC	4.68									
		Adjacent Collocation-2W Cross-Connects				CLOAC	PE1P2	0.0223	12.37	11.87	6.04	5.45					
		Adjacent Collocation-4W Cross-Connects				UEA,UHL,UDL,UCL,CLOAC	PE1P4	0.0446	12.47	11.94	6.59	5.91					
		Adjacent Collocation-DS1 Cross-Connects				USL,CLOAC	PE1P1	1.05	22.16	16.02	6.60	5.97					
		Adjacent Collocation-DS3 Cross-Connects				CLOAC	PE1P3	14.27	21.01	15.29	7.61	6.10					
		Adjacent Collocation-2-Fiber Cross-Connect				CLOAC	PE1F2	2.42	21.01	15.29	7.61	6.10					
		Adjacent Collocation-4-Fiber Cross-Connect				CLOAC	PE1F4	4.62	25.70	19.97	10.01	8.50					
		Adjacent Collocation-Application Fee				CLOAC	PE1JB		1,585.83		0.51						
		Adjacent Collocation-120V, Single Phase Standby Power Rate per AC Breaker Amp				CLOAC	PE1FB	5.29									
		Adjacent Collocation-240V, Single Phase Standby Power Rate per AC Breaker Amp				CLOAC	PE1FD	10.58									
		Adjacent Collocation-120V, Three Phase Standby Power Rate per AC Breaker Amp				CLOAC	PE1FE	15.87									

COLLOCATION-Mississippi												Attachment: 4		Exhibit: C				
CATEGORY		RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic	Incremental Charge - Manual Svc Order vs. Electronic
										Recurring	Nonrecurring		Nonrecurring		OSS Rates(\$)			
											First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN
		Adjacent Collocation-277V, Three Phase Standby Power Rate per AC Breaker Amp						CLOAC	PE1FG	36.65								
PHYSICAL COLLOCATION IN THE REMOTE SITE																		
		Physical Collocation in the Remote Site-Application Fee						CLORS	PE1RA		309.48		168.63					
		Cabinet Space in the Remote Site per Bay/ Rack						CLORS	PE1RB	210.05								
		Physical Collocation in the Remote Site-Security Access-Key						CLORS	PE1RD		13.17	13.17						
		Physical Collocation in the Remote Site-Space Availability Report per Premises Requested						CLORS	PE1SR		116.54	116.54						
		Physical Collocation in the Remote Site-Remote Site CLLI Code Request, per CLLI Code Requested						CLORS	PE1RE		37.77	37.77						
		Remote Site DLEC Data (BRSD), per Compact Disk, per CO						CLORS	PE1RR		233.14							
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																		
		Remote Site-Adjacent Collocation-AC Power, per breaker amp						CLORS	PE1RS	6.27								
		Remote Site-Adjacent Collocation-Real Estate, per square foot						CLORS	PE1RT	0.134								
		Remote Site-Adjacent Collocation-Application Fee						CLORS	PE1RU		755.62	755.62						
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																		

COLLOCATION-North Carolina												Attachment: 4		Exhibit: C		
CATEGORY	RATE ELEMENTS	Int eri m	So ne	BCS	USOC	RATES(\$)				Svc Order Submitt ed Elec per LSR	Svc Order Submitt ed Manuall y per	Incremen tal Charge - Manual Svc Order vs. Order vs.	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	Incremen tal Charge - Manual Svc Order vs.	
						Recurring	Nonrecurring		Nonrecurring		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Physical Collocation-Application Fee-Initial	I		CLO	PE1BA		3,850.00	3,850.00								
	Physical Collocation-Application Fee-Subsequent			CLO	PE1CA		3,119.00	3,119.00								
	Physical Collocation Reduced Rate-Application Fee-Subsequent			CLO	PE1BL		741.44									
	Physical Collocation-Space Preparation-C.O. Modification per square ft.	I		CLO	PE1SK	1.57										
	Physical Collocation-Space Preparation-Common Systems Modification per sq ft-Cageless	I		CLO	PE1SL	3.26										
	Physical Collocation-Space Preparation-Common Systems Modification per Cage	I		CLO	PE1SM	110.79										
	Space Preparation Fees-Power Per Nominal -48V Dc Amp	I		CLO	PE1FH	5.76										
	Physical Collocation-Cable Installation	I		CLO	PE1BD		2,305.00	2,305.00								
	Physical Collocation-Floor Space per Sq. Ft.	I		CLO	PE1PJ	3.45										
	Physical Collocation-Cable Support Structure	I		CLO	PE1PM	21.33										
	Physical Collocation-Power -48V DC Power, per Fused Amp	I		CLO	PE1PL	8.50										
	Physical Collocation-Power Reduction, Application Fee	I		CLO	PE1PR	399.13										
	Physical Collocation-120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.50										
	Physical Collocation-240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.01										
	Physical Collocation-120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.51										
	Physical Collocation-277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.12										
				UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,UDL,UNCVX,UNLDX,UNCNX	PE1P2	0.32	41.78	39.23								
	Physical Collocation-2W Cross-Connects	I														
	Physical Collocation-4W Cross-Connects	I		CLO,UAL,UDL,UDN,UEA,UHL,UNCVX,UNCDX,UCL	PE1P4	0.64	41.91	39.25								
				CLO,UEANL,UEQ,WDS1L,WDS1S,USL,U1TD1,UXTD1,UNC1X,ULDD1,USLEL,UNLD1,UDL	PE1P1	2.34	71.02	51.08								
	Physical Collocation-DS1 Cross-Connects	I														
				CLO,UE3,U1TD3,UXTD3,UXTS1,UNC3X,UNC3X,ULDD3,U1TS1,ULDS1,UNLD3,UDL	PE1P3	42.84	69.84	49.43								
	Physical Collocation-DS3 Cross-Connects	I														
				CLO,ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F2	2.94	51.97	38.59								
	Physical Collocation-2-Fiber Cross-Connect	I														
				CLO,ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F4	5.62	64.53	51.15								
	Physical Collocation-4-Fiber Cross-Connect	I														
	Physical Collocation-Welded Wire Cage-First 100 Sq. Ft.	I		CLO	PE1BW	102.76										
	Physical Collocation-Welded Wire Cage-Add'l 50 Sq. Ft.	I		CLO	PE1CW	10.44										
	Physical Collocation-Security Access System-Security System per C O	I		CLO	PE1AX	41.03										
	Physical Collocation-Security Access System-New Access Card Activation, per Card	I		CLO	PE1A1	0.062	55.30	55.30								
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card	I		CLO	PE1AA		15.51	15.51								
	Physical Collocation-Security Access System-Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.34	45.34								
	Physical Collocation-Security Access-Initial Key, per Key			CLO	PE1AK		26.18	26.18								
	Physical Collocation-Security Access-Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.18	26.18								
	Physical Collocation-Space Availability Report per premises	I		CLO	PE1SR		2,140.00	2,140.00								
				UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UDL,UNCVX,UNCDX,UNCNX	PE1PE	0.10										
	POT Bay Arrangements prior to 6/1/99-2W Cross-Connect, per cross-connect															
				UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,USL,UNCVX,UNCDX	PE1PF	0.19										
	POT Bay Arrangements prior to 6/1/99-4W Cross-Connect, per cross-connect															

COLLOCATION-North Carolina												Attachment: 4		Exhibit: C		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted per LSR	Svc Order Submitted Manually per	Incremental Charge - Manual Svc Order vs.	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs.	
						Recurring	Nonrecurring		Nonrecurring		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOME N	SOME N	SOME N	SOME N	SOME N
	POT Bay Arrangements prior to 6/1/99-DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,WDS1L,WDS1S,USL,U1TD1,UXTD1,UNC1X,ULDD1,USLEL,UNLD1	PE1PG	0.79										
	POT Bay Arrangements prior to 6/1/99-DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UE3,U1TD3,UXTD3,UXTS1,UNC3X,UNC3X,ULDD3,U1TS1,ULDS1,UNLD3,UDL,UDLSX	PE1PH	4.85										
	POT Bay Arrangements prior to 6/1/99-2-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1B2	45.30										
	POT Bay Arrangements prior to 6/1/99-4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1B4	61.09										
	Physical Collocation-Request Resend of CFA Information, per CLI			CLO	PE1C9			77.48								
	Collocation Cable Records-per request			CLO	PE1CR			1,707.00								
	Collocation Cable Records-VG/DS0 Cable, per cable record			CLO	PE1CD			923.08								
	Collocation Cable Records-VG/DS0 Cable, per each 100 pair			CLO	PE1CO			18.02		18.02						
	Collocation Cable Records-DS1, per T1TIE			CLO	PE1C1			8.43		8.43						
	Collocation Cable Records-DS3, per T3TIE			CLO	PE1C3			29.51		29.51						
	Collocation Cable Records-Fiber Cable, per 99 fiber records			CLO	PE1CB			278.82		278.82						
	Physical Collocation-Security Escort-Basic, per Half Hour			CLO,CLORS	PE1BT			42.92		25.56						
	Physical Collocation-Security Escort-Overtime, per Half Hour			CLO,CLORS	PE1OT			54.51		32.44						
	Physical Collocation-Security Escort-Premium, per Half Hour			CLO,CLORS	PE1PT			66.10		39.32						
	V to P Conversion, Per Customer Request-Voice Grade			CLO	PE1BV	33.00										
	V to P Conversion, Per Customer Request-DS0			CLO	PE1BO	33.00										
	V to P Conversion, Per Customer Request-DS1			CLO	PE1B1	52.00										
	V to P Conversion, Per Customer request-DS3			CLO	PE1B3	52.00										
	V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR	23.00										
	V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP	23.00										
	V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS	33.00										
	V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE	37.00										
	V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7	592.00										
	Physical Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.0018										
	Physical Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO,UE3,USL	PE1DS	0.0027										
	Physical Collocation-Co-Carrier Cross Connects-Application Fee, per application			CLO	PE1DT		583.66									
ADJACENT COLLOCATION																
	Adjacent Collocation-Space Charge per Sq. Ft.			CLOAC	PE1JA	0.179										
	Adjacent Collocation-Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.96										
	Adjacent Collocation-2W Cross-Connects			CLOAC	PE1P2	0.32	41.78	39.23								
	Adjacent Collocation-4W Cross-Connects			UEA,UHL,UDL,UCL,CLOAC	PE1P4	0.64	41.91	39.25								
	Adjacent Collocation-DS1 Cross-Connects			USL,CLOAC	PE1P1	2.34	71.02	51.08								
	Adjacent Collocation-DS3 Cross-Connects			CLOAC	PE1P3	42.84	69.84	49.43								
	Adjacent Collocation-2-Fiber Cross-Connect			CLOAC	PE1F2	2.94	51.97	38.59								
	Adjacent Collocation-4-Fiber Cross-Connect			CLOAC	PE1F4	5.62	64.53	51.15								
	Adjacent Collocation-Application Fee			CLOAC	PE1JB		3,153.00									
	Adjacent Collocation-120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.50										
	Adjacent Collocation-240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.01										

COLLOCATION-North Carolina										Attachment: 4		Exhibit: C	
CATEGORY	RATE ELEMENTS	Int eri m	Zo ne	BCS	USOC	RATES(\$)		Svc Order Submitte d Elec per LSR	Svc Order Submitt ed Manuall y per	Incremen tal Charge - Manual Svc Order vs.	Increment al Charge - Manual Svc Order vs. Electronic-	Increment al Charge - Manual Svc Order vs. Electronic-	Incremen tal Charge - Manual Svc Order vs.
						Recurring	Nonrecurring	Nonrecurring	OSS Rates(\$)				
						First	Add'l	First	Add'l	SOMECSOMAN	SOMAN	SOMAN	SOMAN
	Adjacent Collocation-120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	16.51							
	Adjacent Collocation-277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	38.12							
PHYSICAL COLLOCATION IN THE REMOTE SITE													
	Physical Collocation in the Remote Site-Application Fee			CLORS	PE1RA	865.34	865.34						
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	254.02							
	Physical Collocation in the Remote Site-Security Access-Key			CLORS	PE1RD	26.06	26.06						
	Physical Collocation in the Remote Site-Space Availability Report per Premises Requested			CLORS	PE1SR	230.60	230.60						
	Physical Collocation in the Remote Site-Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE	74.74	74.74						
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR	232.94							
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT													
	Remote Site-Adjacent Collocation-AC Power, per breaker amp			CLORS	PE1RS	6.27							
	Remote Site-Adjacent Collocation-Real Estate, per square foot			CLORS	PE1RT	0.134							
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU	755.62	755.62						
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.													

COLLOCATION-South Carolina														Attachment: 4		Exhibit: C	
CATEGORY		RATE ELEMENTS	Int eri m	So ne	BCS	USOC	RATES(\$)				Svc Order Submitt ed Elec per LSR	Svc Order Submitt ed Manuall y per	Increment al Charge - Manual Svc Order vs. Electroni	Increment al Charge - Manual Svc Order vs. Electroni	Increment al Charge - Manual Svc Order vs. Electroni	Incremen tal Charge - Manual Svc Order vs.	
							Recurring	Nonrecurring		Nonrecurring		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation-Application Fee-Initial			CLO	PE1BA		1,883.67	1,883.67	0.51	0.51						
		Physical Collocation-Application Fee-Subsequent			CLO	PE1CA		1,570.10	1,570.10	0.51	0.51						
		Physical Collocation Reduced Rate-Application Fee-Subsequent			CLO	PE1BL		743.66									
		Physical Collocation-Space Preparation-Firm Order Processing			CLO	PE1SJ		602.05	602.05								
		Physical Collocation-Space Preparation-C.O. Modification per square ft.			CLO	PE1SK	2.75										
		Physical Collocation-Space Preparation-Common Systems Modification per sq ft- Cageless			CLO	PE1SL	3.24										
		Physical Collocation-Space Preparation-Common Systems Modification per Cage			CLO	PE1SM	110.16										
		Physical Collocation-Cable Installation			CLO	PE1BD		794.22	794.22	22.54	22.54						
		Physical Collocation-Floor Space per Sq. Ft.			CLO	PE1PJ	3.95										
		Physical Collocation-Cable Support Structure			CLO	PE1PM	21.33										
		Physical Collocation-Power -48V DC Power, per Fused Amp			CLO	PE1PL	9.19										
		Physical Collocation-Power Reduction, Application Fee	I		CLO	PE1PR	400.33										
		Physical Collocation-120V, Single Phase Standby Power Rate			CLO	PE1FB	5.67										
		Physical Collocation-240V, Single Phase Standby Power Rate			CLO	PE1FD	11.36										
		Physical Collocation-120V, Three Phase Standby Power Rate			CLO	PE1FE	17.03										
		Physical Collocation-277V, Three Phase Standby Power Rate			CLO	PE1FG	39.33										
		Physical Collocation-2W Cross-Connects			UEANL,UEA,UDN,UDC, UAL,UHL,UCL,UEQ,UDL, UNCVX,UNLDX,UNCNX	PE1P2	0.0341	12.32	11.83	6.04	5.45						
		Physical Collocation-4W Cross-Connects			CLO,UAL,UDL,UDN,UEA, UHL,UNCVX,UNCDX,UCL	PE1P4	0.0682	12.42	11.90	6.40	5.74						
		Physical Collocation-DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L, WDS1S,USL,U1TD1,UXTD1, UNC1X,ULDD1,USLEL, UNLD1,UDL	PE1P1	1.12	22.08	15.96	6.42	5.80						
		Physical Collocation-DS3 Cross-Connects			CLO,UE3,U1TD3,UXTD3, UXTS1,UNC3X,UNC3X, ULDD3,U1TS1,ULDS1, UNLD3,UDL	PE1P3	14.21	20.94	15.23	7.39	5.93						
		Physical Collocation-2-Fiber Cross-Connect			CLO,ULDO3,ULD12,ULD48,U 1TO3,U1T12,U1T48, UDLO3,UDL12,UDF	PE1F2	2.82	20.94	15.23	7.40	5.93						
		Physical Collocation-4-Fiber Cross-Connect			CLO,ULDO3,ULD12,ULD48,U 1TO3,U1T12,U1T48, UDLO3,UDL12,UDF	PE1F4	5.01	25.61	19.90	9.73	8.26						
		Physical Collocation-Welded Wire Cage-First 100 Sq. Ft.			CLO	PE1BW	219.19										
		Physical Collocation-Welded Wire Cage-Add'l 50 Sq. Ft.			CLO	PE1CW	21.50										
		Physical Collocation-Security Access System-Security System per C O			CLO	PE1AX	74.72										
		Physical Collocation-Security Access System-New Access Card Activation, per Card			CLO	PE1A1	0.0601	27.85	27.85								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card			CLO	PE1AA		7.81	7.81								
		Physical Collocation-Security Access System-Replace Lost or Stolen Card, per Card			CLO	PE1AR		22.83	22.83								
		Physical Collocation-Security Access-Initial Key, per Key			CLO	PE1AK		13.13	13.13								
		Physical Collocation-Security Access-Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		13.13	13.13								
		Physical Collocation-Space Availability Report per premises			CLO	PE1SR		1,077.57	1,077.57								
		POT Bay Arrangements prior to 6/1/99-2W Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC, UAL,UHL,UCL, UEQ,CLO,UDL,UNCVX, UNCDX,UNCNX	PE1PE	0.085										
		POT Bay Arrangements prior to 6/1/99-4W Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC, UAL,UHL,UCL,UEQ,CLO, USL,UNCVX,UNCDX	PE1PF	0.1701										

COLLOCATION-South Carolina												Attachment: 4		Exhibit: C					
CATEGORY	RATE ELEMENTS				Int erim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitte d Elec per LSR	Svc Order Submitt ed Manuall y per	Increment al Charge - Manual Svc Order vs. Electroni	Increment al Charge - Manual Svc Order vs. Electroni	Increment al Charge - Manual Svc Order vs. Electroni	Incremen tal Charge - Manual Svc Order vs.	
									Recurring	Nonrecurring		Nonrecurring		OSS Rates(\$)					
										First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
							UEANL,UEA,UDN,UDC, UAL,UHL,UCL,UEQ,CLO, WDS1L,WDS1S,USL,U1TD1, UXTD1,UNC1X,ULDD1, USLEL,UNLD1	PE1PG	1.20										
							UEANL,UEA,UDN,UDC, UAL,UHL,UCL,UEQ,CLO, UE3,U1TD3,UXTD3,UXTS1,U NC3X,UNCSX,ULDD3, U1TS1,ULDS1,UNLD3, UDL,UDLSX	PE1PH	10.71										
							UEANL,UEA,UDN,UDC, UAL,UHL,UCL,UEQ,CLO, ULDO3,ULD12,ULD48, U1TO3,U1T12,U1T48, UDLO3,UDL12,UDF	PE1B2	36.55										
							UEANL,UEA,UDN,UDC, UAL,UHL,UCL,UEQ,CLO, ULDO3,ULD12,ULD48, U1TO3,U1T12,U1T48, UDLO3,UDL12,UDF	PE1B4	49.29										
							CLO	PE1C9		77.71									
							CLO	PE1CR		760.98			133.29						
							CLO	PE1CD		327.65			189.54						
							CLO	PE1CO		4.82	4.82	5.91	5.91						
							CLO	PE1C1		2.26	2.26	2.77	2.77						
							CLO	PE1C3		7.90	7.90	9.68	9.68						
							CLO	PE1CB		84.68	84.68	77.30	77.30						
							CLO,CLORS	PE1BT		16.96	10.75								
							CLO,CLORS	PE1OT		22.10	13.89								
							CLO,CLORS	PE1PT		27.23	17.02								
							CLO	PE1BV	33.00										
							CLO	PE1BO	33.00										
							CLO	PE1B1	52.00										
							CLO	PE1B3	52.00										
							CLO	PE1BR	23.00										
							CLO	PE1BP	23.00										
							CLO	PE1BS	33.00										
							CLO	PE1BE	37.00										
							CLO	PE1B7	592.00										
							CLO,UDF	PE1ES	0.001										
							CLO,UE3,USL	PE1DS	0.0015										
							CLO	PE1DT		584.42									
ADJACENT COLLOCATION																			
							CLOAC	PE1JA	0.0939										
							CLOAC	PE1JC	6.40										
							CLOAC	PE1P2	0.0264	12.32	11.83	6.04	5.45						
							UEA,UHL,UDL,UCL,CLOAC	PE1P4	0.0527	12.42	11.90	6.40	5.74						
							USL,CLOAC	PE1P1	1.03	22.08	15.96	6.42	5.80						
							CLOAC	PE1P3	14.00	20.94	15.23	7.39	5.93						
							CLOAC	PE1F2	2.37	20.94	15.23	7.40	5.93						
							CLOAC	PE1F4	4.53	25.61	19.90	9.73	8.26						
							CLOAC	PE1JB		1,580.20		0.51							
							CLOAC	PE1FB	5.67										

COLLOCATION-South Carolina											Attachment: 4		Exhibit: C					
CATEGORY	RATE ELEMENTS				Int eri m	Zo ne	BCS	USOC	RATES(\$)				Svc Order Submitt ed Elec per LSR	Svc Order Submitt ed Manuall y per	Increment al Charge - Manual Svc Order vs. Electroni	Increment al Charge - Manual Svc Order vs. Electroni	Increment al Charge - Manual Svc Order vs. Electroni	Incremen tal Charge - Manual Svc Order vs.
									Recurring	Nonrecurring		Nonrecurring		OSS Rates(\$)				
										First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN
		Adjacent Collocation-240V, Single Phase Standby Power Rate per AC Breaker Amp						CLOAC	PE1FD	11.36								
		Adjacent Collocation-120V, Three Phase Standby Power Rate per AC Breaker Amp						CLOAC	PE1FE	17.03								
		Adjacent Collocation-277V, Three Phase Standby Power Rate per AC Breaker Amp						CLOAC	PE1FG	39.33								
PHYSICAL COLLOCATION IN THE REMOTE SITE																		
		Physical Collocation in the Remote Site-Application Fee						CLORS	PE1RA		308.38	308.38	168.60	168.60				
		Cabinet Space in the Remote Site per Bay/ Rack						CLORS	PE1RB	246.44								
		Physical Collocation in the Remote Site-Security Access-Key						CLORS	PE1RD		13.13	13.13						
		Physical Collocation in the Remote Site-Space Availability Report per Premises Requested						CLORS	PE1SR		116.13	116.13						
		Physical Collocation in the Remote Site-Remote Site CLLI Code Request, per CLLI Code Requested						CLORS	PE1RE		37.64	37.64						
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO						CLORS	PE1RR		234.50							
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																		
		Remote Site-Adjacent Collocation-AC Power, per breaker amp						CLORS	PE1RS	6.27								
		Remote Site-Adjacent Collocation-Real Estate, per square foot						CLORS	PE1RT	0.134								
		Remote Site-Adjacent Collocation-Application Fee						CLORS	PE1RU		755.62	755.62						
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																		

COLLOCATION-Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs.	
						Recurring	Nonrecurring		Nonrecurring		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																
	Physical Collocation-Application Fee-Initial			CLO	PE1BA		3,767.00	3,767.00								
	Physical Collocation-Application Fee-Subsequent			CLO	PE1CA		3,140.00	3,140.00								
	Physical Collocation Reduced Rate-Application Fee-Subsequent			CLO	PE1BL		743.25									
	Physical Collocation-Space Preparation-Firm Order Processing	I		CLO	PE1SJ		1,204.00	1,204.00								
	Physical Collocation-Space Preparation-C.O. Modification per square ft.	I		CLO	PE1SK	2.74										
	Physical Collocation-Space Preparation-Common Systems Modification per square ft.-Cageless	I		CLO	PE1SL	2.95										
	Physical Collocation-Space Preparation-Common Systems Modification per Cage	I		CLO	PE1SM	100.14										
	Physical Collocation-Cable Installation			CLO	PE1BD		1,757.00	1,757.00								
	Physical Collocation-Floor Space per Sq. Ft.			CLO	PE1PJ	6.75										
	Physical Collocation-Cable Support Structure			CLO	PE1PM	19.80										
	Physical Collocation-Power -48V DC Power, per Fused Amp	I		CLO	PE1PL	8.87										
	Physical Collocation-Power Reduction, Application Fee	I		CLO	PE1PR		400.10									
	Physical Collocation-120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.60										
	Physical Collocation-240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.22										
	Physical Collocation-120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.82										
	Physical Collocation-277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.84										
	Physical Collocation-2W Cross-Connects			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,UDL,UNCVX,UNLDX,UNCNX	PE1P2	0.033	33.82	31.92								
	Physical Collocation-4W Cross-Connects			CLO,UAL,UDL,UDN,UEA,UHL,UNCVX,UNCDX,UCL	PE1P4	0.066	33.94	31.95								
	Physical Collocation-DS1 Cross-Connects			CLO,UEANL,UEQ,WDS1L,WDS1S,USL,U1TD1,UXTD1,UNC1X,ULDD1,USLEL,UNLD1,UDL	PE1P1	1.51	53.27	40.16								
	Physical Collocation-DS3 Cross-Connects			CLO,UE3,U1TD3,UXTD3,UXTS1,UNC3X,UNC SX,ULDD3,U1TS1,ULDS1,UNLD3,UDL	PE1P3	19.26	52.37	38.89								
	Physical Collocation-2-Fiber Cross-Connect			CLO,ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F2	15.64	41.56	29.82	12.96	10.34		2.69	2.69	1.56	1.56	
	Physical Collocation-4-Fiber Cross-Connect			CLO,ULDO3,ULD12,ULD48,U1TO3,U1T12,U1T48,UDLO3,UDL12,UDF	PE1F4	28.11	50.53	38.78	16.97	14.35		2.69	2.69	1.56	1.56	
	Physical Collocation-Welded Wire Cage-First 100 Sq. Ft.			CLO	PE1BW	218.53										
	Physical Collocation-Welded Wire Cage-Add'l 50 Sq. Ft.			CLO	PE1CW	21.44										
	Physical Collocation-Security Access System-Security System per C O			CLO	PE1AX	55.99										
	Physical Collocation-Security Access System-New Access Card Activation, per Card			CLO	PE1A1	0.059	55.67	55.67								
	Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card			CLO	PE1AA		15.61	15.61								
	Physical Collocation-Security Access System-Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.64	45.64								
	Physical Collocation-Security Access-Initial Key, per Key			CLO	PE1AK		26.24	26.24								
	Physical Collocation-Security Access-Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.24	26.24								
	Physical Collocation-Space Availability Report per premises	I		CLO	PE1SR		2,027.00	2,154.00								
	POT Bay Arrangements prior to 6/1/99-2W Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,UDL,UNCVX,UNC DX,UNCNX	PE1PE	0.40										
	POT Bay Arrangements prior to 6/1/99-4W Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ,CLO,USL,UNCVX,UNC DX	PE1PF	1.20										

COLLOCATION-Tennessee

CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs. Electronic-	Incremental Charge - Manual Svc Order vs.	
							Recurring	Nonrecurring		Nonrecurring		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		POT Bay Arrangements prior to 6/1/99-DS1 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UH L,UCL,UEQ,CLO,WDS1L, WDS1S,USL,U1TD1,UXTD1, UNC1X,ULDD1,USLEL,UNLD1	PE1PG	1.20										
		POT Bay Arrangements prior to 6/1/99-DS3 Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UH L,UCL,UEQ,CLO,UE3, U1TD3,UXTD3,UXTS1, UNC3X,UNCSX,ULDD3, U1TS1,ULDS1,UNLD3,UDL, UDLSX	PE1PH	8.00										
		POT Bay Arrangements prior to 6/1/99-2-Fiber Cross-Connect, Per Cross-Connect			UEANL,UEA,UDN,UDC,UAL,UH L,UCL,UEQ,CLO,ULDO3, ULD12,ULD48,U1TO3,U1T12,U 1T48,UDLO3,UDL12,UDF	PE1B2	38.79										
		POT Bay Arrangements prior to 6/1/99-4-Fiber Cross-Connect, per cross-connect			UEANL,UEA,UDN,UDC,UAL,UH L,UCL,UEQ,CLO,ULDO3, ULD12,ULD48,U1TO3,U1T12,U 1T48,UDLO3,UDL12,UDF	PE1B4	52.31										
		Physical Collocation-Request Resend of CFA Information, per CLLI			CLO	PE1C9		77.67									
		Collocation Cable Records-per request			CLO	PE1CR		1,711.00									
		Collocation Cable Records-VG/DS0 Cable, per cable record			CLO	PE1CD		925.06									
		Collocation Cable Records-VG/DS0 Cable, per each 100 pair			CLO	PE1CO		18.05	18.05								
		Collocation Cable Records-DS1, per T1TIE			CLO	PE1C1		8.45	8.45								
		Collocation Cable Records-DS3, per T3TIE			CLO	PE1C3		29.57	29.57								
		Collocation Cable Records-Fiber Cable, per 99 fiber records			CLO	PE1CB		279.42	279.42								
		Physical Collocation-Security Escort-Basic, per Half Hour			CLO,CLORS	PE1BT		33.91	21.49								
		Physical Collocation-Security Escort-Overtime, per Half Hour			CLO,CLORS	PE1OT		44.17	27.76								
		Physical Collocation-Security Escort-Premium, per Half Hour			CLO,CLORS	PE1PT		54.42	34.02								
		V to P Conversion, Per Customer Request-VG			CLO	PE1BV	33.00										
		V to P Conversion, Per Customer Request-DS0			CLO	PE1BO	33.00										
		V to P Conversion, Per Customer Request-DS1			CLO	PE1B1	52.00										
		V to P Conversion, Per Customer request-DS3			CLO	PE1B3	52.00										
		V to P Conversion, Per Customer Request per VG Circuit Reconfigured			CLO	PE1BR	23.00										
		V to P Conversion, Per Customer Request per DS0 Circuit Reconfigured			CLO	PE1BP	23.00										
		V to P Conversion, Per Customer Request per DS1 Circuit Reconfigured			CLO	PE1BS	33.00										
		V to P Conversion, Per Customer Request per DS3 Circuit Reconfigured			CLO	PE1BE	37.00										
		V to P Conversion, Cable Pairs Assigned to Collo Space per 700 prs or fraction thereof			CLO	PE1B7	592.00										
		Physical Caged Collocation-App Cost(initial & sub)-Planning, per request			CLO	PE1AC	16.16	2,903.66	2,903.66								
		Physical Caged Collocation-Space Prep-Grounding, per location			CLO	PE1BB	4.32										
		Physical Caged Collocation-Space Prep-Power Delivery, per 40 amp Feed			CLO	PE1SN		142.40									
		Physical Caged Collocation-Space Prep-Power Delivery, per 100 amp Feed			CLO	PE1SO		185.72									
		Physical Caged Collocation-Space Prep-Power Delivery, per 200 amp Feed			CLO	PE1SP		242.05									
		Physical Caged Collocation-Space Enclosure-Cage Preparation, per first 100 sq. ft.			CLO	PE1S1	110.97										
		Physical Caged Collocation-Space Enclosure-Cage Preparation2, per add'l 50 sq. ft.			CLO	PE1S5	55.49										
		Physical Caged collocation-Cable Installation-Entrance Fiber Structure, interduct per ft.			CLO	PE1CP	0.0156										
		Physical Caged Collocation-Cable Installation-Entrance Fiber, per cable			CLO	PE1CQ	2.56	944.27									
		Physical Caged Collocation-Floor Space-Land & Buildings, per sq. ft.			CLO	PE1FS	5.94										
		Physical Caged Collocation-Cable Support Structure-Cable Racking, per entrance cable			CLO	PE1CS	21.47										
		Physical Caged Collocation-Power-Power Consumption, per amp DC plant			CLO	PE1PN	3.55										
		Physical Caged Collocation-Power-Power Consumption,per amp AC usage			CLO	PE1PO	2.03										
		Physical Caged Collocation-2W Cross Connects-VG ckt, per ckt			CLO	PE12C	0.0475	7.68									
		Physical Caged Collocation-4W Cross Connects-VG Ckts, per ckt			CLO	PE14C	0.0475	7.68									
		Physical Caged Collocation-DS1 Cross Connects-connection to DCS, per ckt			CLO	PE11S	7.68	41.65									
		Physical Caged Collocation-DS1 Cross Connects-Connection to DSX, per ckt			CLO	PE11X	0.38	41.65									

COLLOCATION-Tennessee												Attachment: 4		Exhibit: C		
CATEGORY	RATE ELEMENTS	Int eri m	So ne	BCS	USOC	RATES(\$)				Svc Order Submitte d Elec per LSR	Svc Order Submitt ed Manuall y per	Incrementa l Charge - Manual Svc Order vs. Electronic-	Increment al Charge - Manual Svc Order vs. Electronic-	Increment al Charge - Manual Svc Order vs. Electronic-	Incremen tal Charge - Manual Svc Order vs.	
						Recurring	Nonrecurring		Nonrecurring		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Physical Caged Collocation-DS3 Cross Connects-Connection to DCS, per ckt			CLO	PE13S	53.96	298.03									
	Physical Caged Collocation-DS3 Cross Connects-Connection to DSX, per ckt			CLO	PE13X	9.32	298.03									
	Physical Caged Collocation-Security Access-Access Cards, per 5 Cards			CLO	PE1A2		76.10									
	Physical Collocation-Co-Carrier Cross Connects-Fiber Cable Support Structure, per cable, per linear ft.			CLO,UDF	PE1ES	0.0013										
	Physical Collocation-Co-Carrier Cross Connects-Copper/Coax Cable Support Structure, per cable, per lin. ft.			CLO,UE3,USL	PE1DS	0.0019										
	Physical Collocation-Co-Carrier Cross Connects-Application Fee, per application			CLO	PE1DT		585.09									
ADJACENT COLLOCATION																
	Adjacent Collocation-Space Charge per Sq. Ft.			CLOAC	PE1JA	0.0656										
	Adjacent Collocation-Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.53										
	Adjacent Collocation-2W Cross-Connects			CLOAC	PE1P2	0.034	11.12	10.18	11.33	10.23			1.77	1.77	1.12	1.12
	Adjacent Collocation-4W Cross-Connects			UEA,UHL,UDL,UCL,CLOAC	PE1P4	0.33	11.30	10.31	11.62	10.44			1.77	1.77	1.12	1.12
	Adjacent Collocation-DS1 Cross-Connects			USL,CLOAC	PE1P1	1.70	28.39	16.88	11.65	10.54			1.77	1.77	1.12	1.12
	Adjacent Collocation-DS3 Cross-Connects			CLOAC	PE1P3	19.03	26.23	15.51	13.40	10.77			1.77	1.77	1.12	1.12
	Adjacent Collocation-2-Fiber Cross-Connect			CLOAC	PE1F2	3.49	26.23	15.51	13.41	10.78			1.77	1.77	1.12	1.12
	Adjacent Collocation-4-Fiber Cross-Connect			CLOAC	PE1F4	6.50	29.75	19.02	17.60	14.97			1.77	1.77	1.12	1.12
	Adjacent Collocation-Application Fee			CLOAC	PE1JB		2,973.00		0.9475							
	Adjacent Collocation-120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FB	5.81										
	Adjacent Collocation-240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FD	11.64										
	Adjacent Collocation-120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FE	17.45										
	Adjacent Collocation-277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1FG	40.30										
PHYSICAL COLLOCATION IN THE REMOTE SITE																
	Physical Collocation in the Remote Site-Application Fee			CLORS	PE1RA		580.20		312.76							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	220.41										
	Physical Collocation in the Remote Site-Security Access-Key			CLORS	PE1RD		24.69									
	Physical Collocation in the Remote Site-Space Availability Report per Premises Requested			CLORS	PE1SR		218.49									
	Physical Collocation in the Remote Site-Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		70.81									
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO			CLORS	PE1RR		234.15									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																
	Remote Site-Adjacent Collocation-AC Power, per breaker amp			CLORS	PE1RS	6.27										
	Remote Site-Adjacent Collocation-Real Estate, per square foot			CLORS	PE1RT	0.134										
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62	755.62								
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																

ATTACHMENT 5

ACCESS TO NUMBERS AND NUMBER PORTABILITY

TABLE OF CONTENTS

1. Non-Discriminatory Access to Telephone Numbers.....	3
2. LOCAL SERVICE PROVIDER Number Portability - Permanent Solution (LNP)	3
3. INTERIM Service Provider Number Portability (ISPNP)	4
4. ISPNP Implementation	5
5. Operational Support System (OSS) Rates	7
Rates.....	Exhibit A

ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS

- 1.1 During the term of this Agreement, where Texas Homotel is utilizing its own switch, Texas Homotel shall contact the North American Numbering Plan Administrator, NeuStar, for the assignment of numbering resources. In order to be assigned a Central Office Code, Texas Homotel will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).
- 1.2 Where BellSouth provides local switching or resold services to Texas Homotel, BellSouth will provide Texas Homotel with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. Texas Homotel acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. Texas Homotel acknowledges that there may be instances where there is a shortage of telephone numbers in a particular rate center; and in such instances, BellSouth may request that Texas Homotel return unused intermediate numbers to BellSouth. Texas Homotel shall return unused intermediate numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.
- 1.3 BellSouth will allow Texas Homotel to designate up to 100 intermediate telephone numbers per rate center for Texas Homotel's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. Texas Homotel acknowledges that there may be instances where there is a shortage of telephone numbers in a particular rate center and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.

2. LOCAL SERVICE PROVIDER NUMBER PORTABILITY - PERMANENT SOLUTION (LNP)

- 2.1 The Parties will offer Number Portability in accordance with rules, regulations and guidelines adopted by the Commission, the FCC and industry fora. Interim Service Provider Number Portability (ISPNP) will be available only in those end offices where no carrier has requested implementation of Local Service Provider Number Portability – Permanent Solution (LNP). Once LNP is implemented in an end office pursuant to the request of a carrier, both Parties must withdraw their ISPNP offerings. The transition from existing ISPNP arrangements to LNP shall occur within one hundred and twenty (120) days from the date LNP is implemented in

the end office. Neither Party shall charge the other Party for conversion from ISPNP to LNP.

- 2.2 End User Line Charge. Where Texas Homotel subscribes to BellSouth's local switching, BellSouth shall bill and Texas Homotel shall pay the end user line charge associated with implementing LNP as set forth in BellSouth's FCC Tariff No. 1. This charge is not subject to the resale discount set forth in Attachment 1 of this Agreement.
- 2.3 To limit service outage, BellSouth and Texas Homotel will adhere to the process flows and cutover guidelines for porting numbers as outlined in the LNP Reference Guide, as amended from time to time. The LNP Reference Guide, incorporated herein by reference, is accessible via the Internet at the following site: <http://www.interconnection.bellsouth.com>. All intervals referenced in the LNP Reference Guide shall apply to both BellSouth and Texas Homotel.
- 2.4 The Parties will set Local Routing Number (LRN) unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
- 2.5 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.
- 2.6 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the end user.
- 2.7 BellSouth and Texas Homotel will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry forums addressing LNP.

3. INTERIM SERVICE PROVIDER NUMBER PORTABILITY (ISPNP)

- 3.1 Where LNP has not been implemented in an end office, the Parties shall provide ISPNP. ISPNP is a service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same BellSouth rate center as his existing number. Except as otherwise expressly provided herein, ISPNP is available only where the local exchange carrier is currently providing basic local exchange service to the end user. ISPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (e.g., a change in exchange / rate center boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

- 3.2 Methods of Providing ISPNP. ISPNP is available through either remote call forwarding or direct inward dialing trunks. Remote call forwarding (ISPNP-RCF) is an existing switch-based service that redirects calls within the telephone network. Direct inward dialing trunks (ISPNP-DID) allow calls to be routed over a dedicated facility to the switch that serves the subscriber.
- 3.3 Signaling Requirements. SS7 Signaling is required for the provision of ISPNP services.
- 3.4 Rates. Rates for ISPNP are set out in Exhibit A to this Attachment. If no rate is identified in the Attachment, the rate for the specific service or function will be as set forth in the applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

4. ISPNP IMPLEMENTATION

- 4.1 ISPNP-RCF is a telecommunications service whereby a call dialed to an ISPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's GSST. The forwarded-to number shall be specified by Texas Hometel or BellSouth, as appropriate. The forwarding Party will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the ISPNP-RCF end user cannot be guaranteed, however. ISPNP-RCF provides a single call path for the forwarding of no more than one call to the receiving Party's specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis at rates as outlined in this Attachment.
- 4.2 ISPNP-DID service provides trunk side access to end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. ISPNP-DID is available from BellSouth on a per DS0, DS1 or DS3 basis. An ISPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface (POI) using the V&H coordinate method. ISPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for ISPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. ISPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where ISPNP-DID service

is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of an ISPNP-DID number group; however, there are no restrictions on calls completed to other numbers of an ISPNP-DID number group. Sent-paid calls refer to those calls placed by an end user who physically deposits currency in a public telephone. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.

- 4.3 ISPNP-DID Service requires ordering consecutive telephone numbers in blocks of twenty. Texas Hometel may order non-consecutive telephone numbers or telephone numbers in less than blocks of twenty pursuant to BellSouth's tariffs.
- 4.4 The calling Party shall be responsible for payment of the applicable charges for sent-paid calls to the ISPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or Texas Hometel shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable. Either Party may request that the other Party block collect and third party non-sent paid calls to the ISPNP-assigned telephone number. If a Party does not request blocking, the other Party will provide itemized local usage detail for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each Party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMI standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated or rated format, depending on the processing system. Texas Hometel usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.
- 4.5 The new service provider shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of ISPNP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting ISPNP ported traffic. Each Party shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other Party will likely impair or is impairing or interfering with any equipment, facility or service of any of its end users, that Party may either refuse to provide ISPNP service or may terminate ISPNP service to the other Party after providing appropriate notice.
- 4.6 Each Party shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to ISPNP-DID

services for which it is not presently providing local exchange service or terminating to an end user. Where either Party chooses to disconnect or terminate any ISPNP service, that Party shall be responsible for designating the preferred standard type of announcement to be provided.

- 4.7 End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over ISPNP facilities and the fact that another carrier is involved in the provisioning of service. Neither Party shall specify end-to-end transmission characteristics for ISPNP calls.
- 4.8 Where ISPNP-RCF is utilized for ISPNP, for terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other Party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other Party at the tandem Party's tariff rates via a process used by BellSouth to estimate the amount of ported switched access revenues due the other Party. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party.

5. OPERATIONAL SUPPORT SYSTEM (OSS) RATES

- 5.1 The terms, conditions and rates for OSS are as set forth in Attachment 2.

INTERIM SERVICE PROVIDER NUMBER PORTABILITY - Alabama													Attachment: 5		Exhibit: A						
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
										Recurring	Nonrecurring		Nonrecurring		OSS Rates(\$)						
											First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN			
INTERIM SERVICE PROVIDER NUMBER PORTABILITY																					
		RCF, per number ported (Business Line)							TNPBL	2.13	0.65		0.07		3.50		19.99	19.99	19.99	19.99	
		RCF, per number ported (Residence Line)							TNPRL	2.13	0.65		0.07		3.50		19.99	19.99	19.99	19.99	
		RCF, add'l capacity for simultaneous call forwarding, per additional path								0.32											
		RCF, per service order, per location (Business)							TNPBD		1.44	1.44	1.44	1.44	3.50		19.99	19.99	19.99	19.99	
		RCF, per service order, per location (Residence)							TNPRD		1.44	1.44	1.44	1.44	3.50		19.99	19.99	19.99	19.99	
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID																					
		DID per number ported (Residence)							TNPDR		1.18		1.18		3.50		19.99	19.99	19.99	19.99	
		DID per number ported (Business)							TNPDB		1.18		1.18		3.50		19.99	19.99	19.99	19.99	
		DID per service order, per location (Residence)							TNPRD		1.44	1.44	1.44	1.44	3.50		19.99	19.99	19.99	19.99	
		DID per service order, per location (Business)							TNPBD		1.44	1.44	1.44	1.44	3.50		19.99	19.99	19.99	19.99	
		DID, per trunk termination, Initial							TNPT2		11.84	173.73	51.00	50.43	25.00	3.50		19.99	19.99	19.99	19.99
Note: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																					
NOTE: Any element that can be ordered electronically will be billed according to the SOME C rate listed. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOME C rate reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's bill when it submits an LSR to BellSouth.																					

INTERIM SERVICE PROVIDER NUMBER PORTABILITY - Florida													Attachment: 5		Exhibit: A										
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
					Recurring					Nonrecurring		Nonrecurring								OSS Rates(\$)					
										First	Add'l	First	Add'l							SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF																									
		RCF, per number ported (Business Line)								TNPBL	2.05	0.4145	0.4145	0.0415	0.0415	3.50	11.90		1.83						
		RCF, per number ported (Residence Line)								TNPRL	2.05	0.4145	0.4145	0.0415	0.0415	3.50	11.90		1.83						
		RCF, Per Additional Path									0.7179														
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID																									
		DID per number ported (Residence)								TNPDR		0.6923	0.6923	0.6923	0.6923	3.50	11.90		1.83						
		DID per number ported (Business)								TNPDB		0.6923	0.6923	0.6923	0.6923	3.50	11.90		1.83						
		DID, per trunk termination, Initial								TNPT2	54.95	161.29	80.58	32.73	32.73	3.50	11.90		1.83						
SERVICE PROVIDER NUMBER PORTABILITY (RIPH)																									
		RIPH, Functionality, Per Rearrangement										20.08	20.08			3.50	11.90		1.83						
		RIPH, Per Number Ported									1.83	0.2165	0.2165	0.0216	0.0216	3.50	11.90		1.83						
		RIPH, Functionality, Per Central Ofc										90.47	90.47	2.54	2.54	3.50	11.90		1.83						
NOTE: Any element that can be ordered electronically will be billed according to the SOMEc rate listed. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEc rate reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's bill when it submits an LSR to BellSouth.																									

INTERIM SERVICE PROVIDER NUMBER PORTABILITY - Georgia													Attachment: 5		Exhibit: A					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
										Recurring	Nonrecurring		Nonrecurring		OSS Rates(\$)					
											First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF																				
		RCF, per number ported (Business Line)								TNPBL	2.03	0.51			3.50		18.94	18.94		
		RCF, per number ported (Residence Line)								TNPRL	2.03	0.51			3.50		18.94	18.94		
		RCF, add'l capacity for simultaneous call forwarding, per additional path									0.2836									
		RCF, per service order, per location (Business)								TNPBD		2.10	2.10		3.50		18.94	18.94		
		RCF, per service order, per location (Residence)								TNPRD		2.10	2.10		3.50		18.94	18.94		
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID																				
		DID per number ported (Residence)								TNPDR		0.93			3.50		18.94	18.94		
		DID per number ported (Business)								TNPDB		0.93			3.50		18.94	18.94		
		DID per service order, per location (Residence)								TNPRD		2.10	2.10		3.50		18.94	18.94		
		DID per service order, per location (Business)								TNPBD		2.10	2.10		3.50		18.94	18.94		
		DID, per trunk termination, Initial								TNPT2	10.73	135.47	40.00		3.50		18.94	18.94		
Note: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																				
NOTE: Any element that can be ordered electronically will be billed according to the SOME C rate listed. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOME C rate reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's bill when it submits an LSR to BellSouth.																				

INTERIM SERVICE PROVIDER NUMBER PORTABILITY - Kentucky													Attachment: 5		Exhibit: A					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l				
										Recurring	Nonrecurring		Nonrecurring		OSS Rates(\$)					
											First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	NOTE: BellSouth and CLEC will each bear their own costs of providing remote call forwarding as an interim number portability option.																			

INTERIM SERVICE PROVIDER NUMBER PORTABILITY - Louisiana												Attachment: 5		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitte d Elec per LSR	Svc Order Submitte d Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l			

INTERIM SERVICE PROVIDER NUMBER PORTABILITY - Mississippi														Attachment: 5		Exhibit: A				
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
										Recurring	Nonrecurring		Nonrecurring		OSS Rates(\$)					
											First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF																				
		RCF, per number ported (Business Line)							TNPBL	3.08	0.2596	0.2596	0.0282	0.0282	3.50	15.75				
		RCF, per number ported (Residence Line)							TNPRL	3.08	0.2596	0.2596	0.0282	0.0282	3.50	15.75				
		RCF, Per Additional Path								1.17										
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID																				
		DID per number ported (Residence)							TNPDR		0.4335	0.4335	0.4701	0.4701	3.50	15.75				
		DID per number ported (Business)							TNPDB		0.4335	0.4335	0.4701	0.4701	3.50	15.75				
		DID, per trunk termination, Initial							TNPT2	58.41	191.75	71.25	28.94	28.94	3.50	15.75				
SERVICE PROVIDER NUMBER PORTABILITY (RIPH)																				
		RIPH, Functionality, Per Rearrangement									19.93	19.93			3.50	15.75				
		RIPH, Per Number Ported								1.96	0.1972	0.1972	0.0214	0.0214	3.50	15.75				
		RIPH, Functionality, Per Central Ofc									85.52	85.52	2.51	2.51	3.50	15.75				
NOTE: Any element that can be ordered electronically will be billed according to the SOME C rate listed. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOME C rate reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's bill when it submits an LSR to BellSouth.																				

INTERIM SERVICE PROVIDER NUMBER PORTABILITY - North Carolina														Attachment: 5		Exhibit: A									
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitte d Elec per LSR	Svc Order Submitte d Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l						
										Recurring	Nonrecurring		Nonrecurring							OSS Rates(\$)					
										First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN						
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF																									
		RCF, per number ported (Business Line)								TNPBL	1.66	0.71		0.50	3.50		19.99	19.99	19.99	19.99					
		RCF, per number ported (Residence Line)								TNPRL	1.66	0.71		0.50	3.50		19.99	19.99	19.99	19.99					
		RCF, add'l capacity for simultaneous call forwarding, per additional path									0.32														
		RCF, per service order, per location (Business)								TNPBD		2.73	2.73		3.50		19.99	19.99	19.99	19.99					
		RCF, per service order, per location (Residence)								TNPRD		2.73	2.73		3.50		19.99	19.99	19.99	19.99					
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID																									
		DID per number ported (Residence)								TNPDR		2.25			3.50		19.99	19.99	19.99	19.99					
		DID per number ported (Business)								TNPDB		2.25			3.50		19.99	19.99	19.99	19.99					
		DID per service order, per location (Residence)								TNPRD		2.73	2.73		3.50		19.99	19.99	19.99	19.99					
		DID per service order, per location (Business)								TNPBD		2.73	2.73		3.50		19.99	19.99	19.99	19.99					
		DID, per trunk termination, Initial								TNPT2	11.43	217.88	74.00		3.50		19.99	19.99	19.99	19.99					
Note: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																									
NOTE: Any element that can be ordered electronically will be billed according to the SOMEc rate listed. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEc rate reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's bill when it submits an LSR to BellSouth.																									

INTERIM SERVICE PROVIDER NUMBER PORTABILITY - South Carolina														Attachment: 5		Exhibit: A				
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Recurring	Nonrecurring		Nonrecurring		OSS Rates(\$)					
											First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF																				
		RCF, per number ported (Business Line)							TNPBL	2.68	0.26	0.26	0.03	0.03	3.50	15.69				
		RCF, per number ported (Residence Line)							TNPRL	2.68	0.26	0.26	0.03	0.03	3.50	15.69				
		RCF, Per Additional Path								1.04										
		RCF, add'l capacity for simultaneous call forwarding, per additional path								0.3854										
		RCF, per service order, per location (Business)							TNPBD		1.37	1.37	44.70	44.70	3.50	15.69				
		RCF, per service order, per location (Residence)							TNPRD		1.37	1.37	44.70	44.70	3.50	15.69				
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID																				
		DID per number ported (Residence)							TNPDR		0.43	0.43	0.47	0.47	3.50	15.69				
		DID per number ported (Business)							TNPDB		0.43	0.43	0.47	0.47	3.50	15.69				
		DID per service order, per location (Residence)									1.37	1.37	44.70	44.70	3.50	15.69				
		DID per service order, per location (Business)							TNPBD		1.37	1.37	44.70	44.70	3.50	15.69				
		DID, per trunk termination, Initial							TNPT2	73.62	191.07	191.07	28.84	28.84	3.50	15.69				
		DID, per trunk termination, Subsequent								73.62	71.00	71.00	28.84	28.84	3.50	15.69				
SERVICE PROVIDER NUMBER PORTABILITY (RIPH)																				
		RIPH, Functionality, Per Central Ofc									82.23	82.23	2.50	2.50	3.50	15.69				
		RIPH, Functionality, Per Rearrangement									19.86	19.86			3.50	15.69				
		RIPH, Per Number Ported								2.02	0.20	0.20	0.02	0.02	3.50	15.69				
Note: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																				
NOTE: Any element that can be ordered electronically will be billed according to the SOME C rate listed. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOME C rate reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLEC's bill when it submits an LSR to BellSouth.																				

INTERIM SERVICE PROVIDER NUMBER PORTABILITY - Tennessee												Attachment: 5		Exhibit: A		
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

Attachment 6
Pre-Ordering, Ordering and Provisioning,
Maintenance and Repair

TABLE OF CONTENTS

1. QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR.	3
2. ACCESS TO OPERATIONS SUPPORT SYSTEMS.....	3
3. MISCELLANEOUS.....	5

PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

1. QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR

- 1.1 BellSouth shall provide pre-ordering, ordering, provisioning, and maintenance and repair services to Texas Hometel that are equivalent to the pre-ordering, ordering, provisioning, and maintenance and repair services BellSouth provides to itself or any other CLEC, where technically feasible. The guidelines for pre-ordering, ordering, provisioning, and maintenance and repair are set forth in the various guides and business rules, as appropriate, and as they are amended from time to time during this Agreement. The guides and business rules are found at <http://www.interconnection.bellsouth.com> and are incorporated herein by reference.
- 1.2 For purposes of this Agreement, BellSouth's regular working hours for provisioning are defined as follows:
- Monday – Friday – 8:00 a.m. – 5:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated,
coordinated orders and order
coordinated-time specific)
- Saturday - 8:00 a.m. – 5:00 p.m. (Excluding Holidays)
(Resale/UNE non-coordinated
orders)
- 1.2.1 The above hours represent the hours, either Eastern or Central Time, of the location where the physical work is being performed.
- 1.2.2 To the extent Texas Hometel requests provisioning of service to be performed outside BellSouth's regular working hours, or the work so requested requires BellSouth's technicians or Project Manager to work outside of regular working hours, overtime billing charges shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a BellSouth technician or Project Manager during his or her scheduled shift and BellSouth does not incur any overtime charges in performing the work on behalf of Texas Hometel, BellSouth will not assess Texas Hometel additional charges beyond the rates and charges specified in this Agreement.
- ### **2. ACCESS TO OPERATIONS SUPPORT SYSTEMS**
- 2.1 BellSouth shall provide Texas Hometel access to operations support systems (OSS) functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing. BellSouth shall provide access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of Texas Hometel to obtain the technical capability to access and utilize BellSouth's OSS interfaces. Specifications for Texas Hometel's access and use of BellSouth's electronic interfaces

are set forth at www.interconnection.bellsouth.com and are incorporated herein by reference.

- 2.1.1 Pre-Ordering. In accordance with FCC and Commission rules and orders, BellSouth will provide electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Access is provided through the Local Exchange Navigation System (LENS) interface and the Telecommunications Access Gateway (TAG) interface. Customer record information includes customer specific information in CRIS and RSAG. Texas Hometel shall provide to BellSouth access to customer record information including circuit numbers associated with each telephone number where applicable. Texas Hometel shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, Texas Hometel shall provide to BellSouth paper copies of customer record information including circuit numbers associated with each telephone number where applicable within twenty-four (24) hours of request. The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. Texas Hometel will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided. BellSouth reserves the right to audit Texas Hometel's access to customer record information. If a BellSouth audit of Texas Hometel's access to customer record information reveals that Texas Hometel is accessing customer record information without having obtained the proper End User authorization, BellSouth upon reasonable notice to Texas Hometel may take corrective action, including but not limited to suspending or terminating Texas Hometel's electronic access to BellSouth's OSS functionality. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.
- 2.1.2 Service Ordering. BellSouth will make available the Electronic Data Interchange (EDI) interface and the TAG ordering interface for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests and certain network elements. Texas Hometel may integrate the EDI interface or the TAG ordering interface with the TAG pre-ordering interface. In addition, BellSouth will provide integrated pre-ordering and ordering capability through the LENS interface for non-complex and certain complex resale service requests and certain network element requests.
- 2.1.3 Maintenance and Repair. Texas Hometel may report and monitor service troubles and obtain repair services from BellSouth via electronic interfaces. BellSouth provides several options for electronic trouble reporting. For exchange services, BellSouth will offer Texas Hometel non-discriminatory access to the Trouble Analysis Facilitation Interface (TAFI). In addition, BellSouth will offer an industry standard, machine-to-machine Electronic Communications Trouble Administration (ECTA) Gateway interface. For designed services, BellSouth will provide non-discriminatory trouble reporting via the ECTA Gateway. BellSouth will provide Texas Hometel an estimated

time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. Requests for trouble repair will be billed in accordance with the provisions of this Attachment. BellSouth and Texas Homotel agree to adhere to BellSouth's Operational Understanding, as amended from time to time during this Agreement and as incorporated herein by reference. The Operational Understanding may be accessed via the Internet at <http://www.interconnection.bellsouth.com>.

- 2.2 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the Change Control Process (CCP). Guidelines for this process are set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at <http://www.interconnection.bellsouth.com>.
- 2.3 BellSouth's Versioning Policy for Electronic Interfaces. BellSouth's Versioning Policy is part of the CCP. Pursuant to the CCP, BellSouth will issue new software releases for new industry standards for its EDI and TAG electronic interfaces. The Versioning Policy, including the appropriate notification to Texas Homotel, is set forth in the CCP document as amended from time to time during this Agreement. The CCP document may be accessed via the Internet at <http://www.interconnection.bellsouth.com>.
- 2.4 Rates. Charges for use of OSS shall be as set forth in Attachments 1 and 2 of this Agreement and are incorporated herein by reference.

3. MISCELLANEOUS

- 3.1 Pending Orders. Orders placed in the hold or pending status by Texas Homotel will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, Texas Homotel shall be required to submit a new service request. Incorrect or invalid requests returned to Texas Homotel for correction or clarification will be held for thirty (30) days. If Texas Homotel does not return a corrected request within thirty (30) days, BellSouth will cancel the request.
- 3.2 Single Point of Contact. Texas Homotel will be the single point of contact with BellSouth for ordering activity for network elements and other services used by Texas Homotel to provide services to its end users, except that BellSouth may accept a request directly from another CLEC, or BellSouth, acting with authorization of the affected end user. Texas Homotel and BellSouth shall each execute a blanket letter of authorization with respect to customer requests. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes, including Un-PIC. Pursuant to a request from another carrier, BellSouth may disconnect any network element being used by Texas Homotel to provide service to that end user and may reuse such network elements or facilities to enable such other carrier to provide service to the end

user. BellSouth will notify Texas Hometel that such a request has been processed, but will not be required to notify Texas Hometel in advance of such processing.

- 3.3 Use of Facilities. When a customer of Texas Hometel elects to discontinue service and to transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to Texas Hometel by BellSouth. In addition, where BellSouth provides local switching, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received a request to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility. BellSouth will notify Texas Hometel that such a request has been processed after the disconnect order has been completed.
- 3.4 Contact Numbers. The Parties agree to provide one another with toll-free nation-wide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services.
- 3.5 Subscription Functions. In cases where BellSouth performs subscription functions for an interexchange carrier (IXC) (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected IXCs with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.
- 3.6 Cancellation Charges. If Texas Hometel cancels a request for network elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that request will be recovered in accordance with BellSouth's Private Line Tariff or BellSouth's FCC No. 1 Tariff, Section 5.4, as applicable. Notwithstanding the foregoing, if Texas Hometel places an LSR based upon BellSouth's loop makeup information, and such information is inaccurate resulting in the inability of BellSouth to provision the network elements or services requested in accordance with the transmission characteristics of the network elements or services requested, cancellation charges described in this Section shall not apply. Where Texas Hometel places a single LSR for multiple network elements or services based upon loop makeup information, and information as to some, but not all, of the network elements or services is inaccurate, if BellSouth cannot provision the network elements or services that were the subject of the inaccurate loop makeup information, Texas Hometel may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should Texas Hometel elect to cancel the entire LSR, cancellation charges as described in this Section shall apply to those elements and services that were not the subject of inaccurate loop makeup.
- 3.7 Service Date Advancement Charges (a.k.a. Expedites). For Service Date Advancement requests by Texas Hometel, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply as applicable.

Attachment 7

Billing

TABLE OF CONTENTS

1. PAYMENT AND BILLING ARRANGEMENTS.....	3
2. BILLING DISPUTES.....	6
3. RAO HOSTING.....	7
4. OPTIONAL DAILY USAGE FILE	11
5. ACCESS DAILY USAGE FILE	13
Rates.....	Exhibit A

BILLING

1. PAYMENT AND BILLING ARRANGEMENTS

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

1.1 Billing. BellSouth will bill through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) provided to Texas Hometel under this Agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the applicable industry forum.

1.1.1 For any service(s) BellSouth receives from Texas Hometel, Texas Hometel shall bill BellSouth in CABS format.

1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.

1.1.3 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to BellSouth.

1.1.4 BellSouth will render bills each month for resold lines on established bill days for each of Texas Hometel's accounts. If either Party requests multiple billing media or additional copies of the bills, the Billing Party will provide these at a reasonable cost.

1.1.5 BellSouth will bill Texas Hometel in advance for all resold services to be provided during the ensuing billing period except charges associated with service usage, which will be billed in arrears. Charges will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. BellSouth will also bill Texas Hometel, and Texas Hometel will be responsible for and remit to BellSouth, all charges applicable to resold services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges (TRS), and franchise fees.

1.1.6 BellSouth will not perform billing and collection services for Texas Hometel as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.

1.2 Establishing Accounts. After receiving certification as a local exchange carrier from the appropriate regulatory agency, Texas Hometel will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish accounts for Local Interconnection, Network Elements and

Other Services, Collocation and/or resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Operating Company Number (OCN) assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Abbreviation (ACNA), as applicable, and a tax exemption certificate, if applicable.

- 1.2.1 Payment Responsibility. Payment of all charges will be the responsibility of Texas Hometel. Texas Hometel shall make payment to BellSouth for all services billed. Payments made by Texas Hometel to BellSouth as payment on account will be credited to Texas Hometel's accounts receivable master account. BellSouth will not become involved in billing disputes that may arise between Texas Hometel and Texas Hometel's customer.
- 1.3 Payment Due. Payment for services provided will be due on or before the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.
- 1.4 If the payment due date falls on a Sunday or on a Holiday that is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.6, below, shall apply.
- 1.5 Tax Exemption. Upon BellSouth's receipt of tax exemption certificate, the total amount billed to Texas Hometel will not include those taxes or fees from which Texas Hometel is exempt. Texas Hometel will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of Texas Hometel.
- 1.6 Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment charge shall be due to BellSouth. The late payment charge shall be the portion of the payment not received by the payment due date multiplied by a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff (GSST), Section B2 of the Private Line Service Tariff (PLST) or Section E2 of the Intrastate Access Tariff, as appropriate. In addition to any applicable late payment charges, Texas Hometel may be charged a fee for all returned checks as set forth in Section A2 of the GSST or pursuant to the applicable state law.

- 1.7 Discontinuing Service to Texas Hometel. The procedures for discontinuing service to Texas Hometel are as follows:
- 1.7.1 BellSouth reserves the right to suspend or terminate service in the event of prohibited, unlawful or improper use of BellSouth facilities or service, abuse of BellSouth facilities, or any other violation or noncompliance by Texas Hometel of the rules and regulations of BellSouth's tariffs.
- 1.7.2 BellSouth reserves the right to suspend or terminate service for nonpayment. If payment of amounts not subject to a billing dispute, as described in Section 2, is not received by the bill date in the month after the original bill date, BellSouth will provide written notice to Texas Hometel that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, provide written notice to the person designated by Texas Hometel to receive notices of noncompliance that BellSouth may discontinue the provision of existing services to Texas Hometel if payment is not received by the thirtieth day following the date of the initial notice.
- 1.7.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 1.7.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Texas Hometel's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Texas Hometel without further notice.
- 1.7.5 Upon discontinuance of service on Texas Hometel's account, service to Texas Hometel's end users will be denied. BellSouth will reestablish service for Texas Hometel upon payment of all past due charges and the appropriate connection fee subject to BellSouth's normal application procedures. Texas Hometel is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen (15) days after Texas Hometel has been denied and no arrangements to reestablish service have been made consistent with this subsection, Texas Hometel's service will be disconnected.
- 1.8 Deposit Policy. Texas Hometel shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security. Any such security deposit shall in no way release Texas Hometel from its obligation to make complete and timely payments of its bill. Texas Hometel shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth,

circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in Texas Hometel's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event Texas Hometel fails to remit to BellSouth any deposit requested pursuant to this Section, service to Texas Hometel may be terminated in accordance with the terms of Section 1.7 of this Attachment, and any security deposits will be applied to Texas Hometel's account(s).

1.9 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, including notices relating to security deposits, disconnection of services for nonpayment of charges, and rejection of additional orders from Texas Hometel, shall be forwarded to the individual and/or address provided by Texas Hometel in establishment of its billing account(s) with BellSouth, or to the individual and/or address subsequently provided by Texas Hometel as the contact for billing information. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written notice from Texas Hometel to BellSouth's billing organization, a final notice of disconnection of services purchased by Texas Hometel under this Agreement shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement at least 30 days before BellSouth takes any action to terminate such services.

1.10 Rates. Rates for Optional Daily Usage File (ODUF), Access Daily Usage File (ADUF), and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

2. BILLING DISPUTES

2.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. Texas Hometel shall report all billing disputes to BellSouth using the Billing Adjustment Request Form (RF 1461) provided by BellSouth. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day period to reach resolution, then the aggrieved Party may pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.

2.2 For purposes of this Section 2, a billing dispute means a reported dispute of a specific amount of money actually billed by either Party. The dispute must be

clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. By way of example and not by limitation, a billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. If the billing dispute is resolved in favor of the billing Party, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party, pursuant to the billing dispute, will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute.

- 2.3 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment charge and interest, where applicable, shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date multiplied by the late factor as set forth in the following BellSouth tariffs: for services purchased from the GSST for purposes of resale and for ports and non-designed loops, Section A2 of the GSST; for services purchased from the PLST for purposes of resale, Section B2 of the PLST; and for designed network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

3. RAO HOSTING

- 3.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to Texas Homotel by BellSouth will be in accordance with the methods and practices regularly applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 3.2 Texas Homotel shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 3.3 Charges or credits, as applicable, will be applied by BellSouth to Texas Homotel on a monthly basis in arrears. Amounts due (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 3.4 Texas Homotel must have its own unique hosted RAO code. Where BellSouth is the selected CMDS interfacing host, Texas Homotel must request that BellSouth

establish a unique hosted RAO code for Texas Hometel. Such request shall be in writing to the BellSouth RAO Hosting coordinator and must be submitted at least eight (8) weeks prior to provision of services pursuant to this Section. Services shall commence on a date mutually agreed by the Parties.

- 3.5 BellSouth will receive messages from Texas Hometel that are to be processed by BellSouth, another LEC in the BellSouth region or a LEC outside the BellSouth region. Texas Hometel shall send all messages to BellSouth no later than sixty (60) days after the message date.
- 3.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from Texas Hometel.
- 3.7 All data received from Texas Hometel that is to be processed or billed by another LEC within the BellSouth region will be distributed to that LEC in accordance with the Agreement(s) in effect between BellSouth and the involved LEC.
- 3.8 All data received from Texas Hometel that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) in effect between BellSouth and its connecting contractor.
- 3.9 BellSouth will receive messages from the CMDS network that are destined to be processed by Texas Hometel and will forward them to Texas Hometel on a daily basis for processing.
- 3.10 Transmission of message data between BellSouth and Texas Hometel will be via CONNECT:Direct.
- 3.10.1 Data circuits (private line or dial-up) will be required between BellSouth and Texas Hometel for the purpose of data transmission. Where a dedicated line is required, Texas Hometel will be responsible for ordering the circuit and coordinating the installation with BellSouth. Texas Hometel is responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit data will be negotiated on a individual case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Texas Hometel. Additionally, all message toll charges associated with the use of the dial circuit by Texas Hometel will be the responsibility of Texas Hometel. Associated equipment on the BellSouth end, including a modem, will be negotiated on a individual case basis between the Parties. All equipment, including modems and software, that is required on the Texas Hometel end for the purpose of data transmission will be the responsibility of Texas Hometel.

- 3.11 All messages and related data exchanged between BellSouth and Texas Homotel will be formatted for EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.
- 3.12 Texas Homotel will maintain recorded message detail necessary to recreate files provided to BellSouth for a period of three (3) calendar months beyond the related message dates.
- 3.13 Should it become necessary for Texas Homotel to send data to BellSouth more than sixty (60) days past the message date(s), Texas Homotel will notify BellSouth in advance of the transmission of the data. BellSouth will work with its connecting contractor and/or Texas Homotel, where necessary, to notify all affected LECs.
- 3.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, the Party responsible for creating the data will make every effort to restore and retransmit such data. If the data cannot be retrieved, the Party responsible for losing or destroying the data will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the resolution of the amount owed, or as mutually agreed upon by the Parties.
- 3.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from Texas Homotel, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify Texas Homotel of the error. Texas Homotel will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, Texas Homotel will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 3.16 In association with message distribution service, BellSouth will provide Texas Homotel with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 3.17 Notwithstanding anything in this Agreement to the contrary, in no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Section 3.
- 3.18 Intercompany Settlements Messages
- 3.18.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by Texas Homotel as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and

bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between Texas Homotel and the involved company(ies), unless that company is participating in NICS.

- 3.18.2 Both traffic that originates outside the BellSouth region by Texas Homotel and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by Texas Homotel, is covered by CATS. Also covered is traffic that either is originated by or billed by Texas Homotel, involves a company other than Texas Homotel, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 3.18.3 Once Texas Homotel is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via NICS.
- 3.18.4 BellSouth will receive the monthly NICS reports from Telcordia on behalf of Texas Homotel. BellSouth will distribute copies of these reports to Texas Homotel on a monthly basis.
- 3.18.5 BellSouth will receive the monthly CATS reports from Telcordia on behalf of Texas Homotel. BellSouth will distribute copies of these reports to Texas Homotel on a monthly basis.
- 3.18.6 BellSouth will collect the revenue earned by Texas Homotel from the Bell operating company in whose territory the messages are billed via CATS, less a per message billing and collection fee of five cents (\$0.05), on behalf of Texas Homotel. BellSouth will remit the revenue billed by Texas Homotel to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on Texas Homotel. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Texas Homotel via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 3.18.7 BellSouth will collect the revenue earned by Texas Homotel within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of Texas Homotel. BellSouth will remit the revenue billed by Texas Homotel within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Texas Homotel via a monthly CABS miscellaneous bill.

- 3.18.8 BellSouth and Texas Hometel agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

4. OPTIONAL DAILY USAGE FILE

- 4.1 Upon written request from Texas Hometel, BellSouth will provide the Optional Daily Usage File (ODUF) service to Texas Hometel pursuant to the terms and conditions set forth in this section.
- 4.2 Texas Hometel shall furnish all relevant information required by BellSouth for the provision of ODUF.
- 4.3 The ODUF feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a Texas Hometel customer.
- 4.4 Charges for ODUF will appear on Texas Hometel's monthly bills. The charges are as set forth in Exhibit A to this Attachment.
- 4.5 The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 4.6 Messages that error in the billing system of Texas Hometel will be the responsibility of Texas Hometel. If, however, Texas Hometel should encounter significant volumes of errored messages that prevent processing by Texas Hometel within its systems, BellSouth will work with Texas Hometel to determine the source of the errors and the appropriate resolution.
- 4.7 The following specifications shall apply to the ODUF feed.
- 4.7.1 ODUF Messages to be Transmitted
- 4.7.1.1 The following messages recorded by BellSouth will be transmitted to Texas Hometel:
- 4.7.1.1.1 Message recording for per use/per activation type services (examples:
Three -Way Calling, Verify, Interrupt, Call Return, etc.)
- 4.7.1.1.2 Measured billable Local
- 4.7.1.1.3 Directory Assistance messages
- 4.7.1.1.4 IntraLATA Toll
- 4.7.1.1.5 WATS and 800 Service
- 4.7.1.1.6 N11
- 4.7.1.1.7 Information Service Provider Messages
- 4.7.1.1.8 Operator Services Messages
- 4.7.1.1.9 Operator Services Message Attempted Calls (Network Element only)
- 4.7.1.1.10 Credit/Cancel Records
- 4.7.1.1.11 Usage for Voice Mail Message Service

- 4.7.1.2 Rated Incollects (messages BellSouth receives from other revenue accounting offices) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 4.7.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to Texas Hometel.
- 4.7.1.4 In the event that Texas Hometel detects a duplicate on ODUF they receive from BellSouth, Texas Hometel will drop the duplicate message and will not return the duplicate to BellSouth.
- 4.7.2 ODUF Physical File Characteristics
 - 4.7.2.1 ODUF will be distributed to Texas Hometel via CONNECT:Direct or another mutually agreed medium. The ODUF feed will be a variable block format (2476) with a Logical Record Link (LRECL) of 2472. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
 - 4.7.2.2 Data circuits (private line or dial-up) will be required between BellSouth and Texas Hometel for the purpose of data transmission as set forth in Section 3.10.1 above.
- 4.7.3 ODUF Packing Specifications
 - 4.7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
 - 4.7.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Texas Hometel which BellSouth RAO that is sending the message. BellSouth and Texas Hometel will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Texas Hometel and resend the data as appropriate.
The data will be packed using ATIS EMI records.
- 4.7.4 ODUF Pack Rejection
 - 4.7.4.1 Texas Hometel will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. Texas Hometel will not be required to return

the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Texas Hometel by BellSouth.

4.7.5 ODUF Control Data

4.7.5.1 Texas Hometel will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Texas Hometel's receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Texas Hometel for reasons stated in the above section.

4.7.6 ODUF Testing

4.7.6.1 Upon request from Texas Hometel, BellSouth shall send ODUF test files to Texas Hometel. The Parties agree to review and discuss the ODUF content and/or format. For testing of usage results, BellSouth shall request that Texas Hometel set up a production (live) file. The live test may consist of Texas Hometel's employees making test calls for the types of services Texas Hometel requests on ODUF. These test calls are logged by Texas Hometel, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

5. ACCESS DAILY USAGE FILE

5.1 Upon written request from Texas Hometel, BellSouth will provide the Access Daily Usage File (ADUF) service to Texas Hometel pursuant to the terms and conditions set forth in this section.

5.2 Texas Hometel shall furnish all relevant information required by BellSouth for the provision of ADUF.

5.3 ADUF will contain access messages associated with a port that Texas Hometel has purchased from BellSouth

5.4 Charges for ADUF will appear on Texas Hometel's monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard ATIS EMI record format.

5.5 Messages that error in the billing system of Texas Hometel will be the responsibility of Texas Hometel. If, however, Texas Hometel should encounter significant volumes of errored messages that prevent processing by Texas Hometel within its systems, BellSouth will work with Texas Hometel to determine the source of the errors and the appropriate resolution.

5.6 ADUF Messages To Be Transmitted

- 5.6.1 The following messages recorded by BellSouth will be transmitted to Texas Hometel:
 - 5.6.1.1 Recorded originating and terminating interstate and intrastate access records associated with a port.
 - 5.6.1.2 Recorded terminating access records for undetermined jurisdiction access records associated with a port.
- 5.6.2 BellSouth will perform duplicate record checks on records processed to ADUF. Any duplicate messages detected will be dropped and not sent to Texas Hometel.
- 5.6.3 In the event that Texas Hometel detects a duplicate on ADUF they receive from BellSouth, Texas Hometel will drop the duplicate message and will not return the duplicate to BellSouth.
- 5.6.4 ADUF Physical File Characteristics
 - 5.6.4.1 ADUF will be distributed to Texas Hometel via CONNECT:Direct or another mutually agreed medium. The ADUF feed will be a fixed block format (2476) with an LRECL of 2472. The data on the ADUF feed will be in a non-compacted EMI format (210 byte). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
 - 5.6.4.2 Data circuits (private line or dial-up) will be required between BellSouth and Texas Hometel for the purpose of data transmission as set forth in Section 3.10.1 above.
- 5.6.5 ADUF Packing Specifications
 - 5.6.5.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
 - 5.6.5.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Texas Hometel which BellSouth RAO is sending the message. BellSouth and Texas Hometel will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Texas Hometel and resend the data as appropriate.

The data will be packed using ATIS EMI records.
- 5.6.6 ADUF Pack Rejection
 - 5.6.6.1 Texas Hometel will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing

discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI error codes will be used. Texas Hometel will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Texas Hometel by BellSouth.

5.6.7 ADUF Control Data

5.6.7.1 Texas Hometel will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Texas Hometel's receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Texas Hometel for reasons stated in the above section.

5.6.8 ADUF Testing

5.6.8.1 Upon request from Texas Hometel, BellSouth shall send a test file of generic data to Texas Hometel via Connect:Direct or Text File via E-Mail. The Parties agree to review and discuss the test file's content and/or format.

ODUF/ADUF/CMDS - Alabama													Attachment: 7		Exhibit: A					
CATEGORY		RATE ELEMENTS				Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
										Rec	Nonrecurring		Nonrecurring		OSS Rates(\$)					
											First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS																				
ACCESS DAILY USAGE FILE (ADUF)																				
		ADUF: Message Processing, per message							N/A	0.004										
		ADUF: Data Transmission (CONNECT:DIRECT), per message							N/A	0.001										
OPTIONAL DAILY USAGE FILE (ODUF)																				
		ODUF: Recording, per message							N/A	0.0002										
		ODUF: Message Processing, per message							N/A	0.0033										
		ODUF: Message Processing, per Magnetic Tape provisioned							N/A	55.19										
		ODUF: Data Transmission (CONNECT:DIRECT), per message							N/A	0.00004										
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																				
		CMDS: Message Processing, per message							N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message							N/A	0.001										
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																				

ODUF/ADUF/CMDS - Florida													Attachment: 7		Exhibit: A					
CATEGORY		RATE ELEMENTS				Interi m	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l			
										Rec	Nonrecurring		Nonrecurring		OSS Rates(\$)					
											First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS																				
ACCESS DAILY USAGE FILE (ADUF)																				
		ADUF: Message Processing, per message							N/A	0.014391										
		ADUF: Data Transmission (CONNECT:DIRECT), per message							N/A	0.00012973										
OPTIONAL DAILY USAGE FILE (ODUF)																				
		ODUF: Recording, per message							N/A	0.0000071										
		ODUF: Message Processing, per message							N/A	0.006835										
		ODUF: Message Processing, per Magnetic Tape provisioned							N/A	48.96										
		ODUF: Data Transmission (CONNECT:DIRECT), per message							N/A	0.00010811										
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																				
		CMDS: Message Processing, per message							N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message							N/A	0.001										
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																				

ODUF/ADUF/CMDS - Georgia											Attachment: 7		Exhibit: A							
CATEGORY	RATE ELEMENTS					Interi m	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l				
										Rec	Nonrecurring		Nonrecurring		OSS Rates(\$)					
											First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS																				
	ACCESS DAILY USAGE FILE (ADUF)																			
		ADUF: Message Processing, per message							N/A	0.0136327										
		ADUF: Data Transmission (CONNECT:DIRECT), per message							N/A	0.0000434										
	OPTIONAL DAILY USAGE FILE (ODUF)																			
		ODUF: Recording, per message							N/A	0.0001275										
		ODUF: Message Processing, per message							N/A	0.0082548										
		ODUF: Message Processing, per Magnetic Tape provisioned							N/A	28.85										
		ODUF: Data Transmission (CONNECT:DIRECT), per message							N/A	0.0000434										
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																			
		CMDS: Message Processing, per message							N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message							N/A	0.001										
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																				

ODUF/ADUF/CMDS - Kentucky											Attachment: 7		Exhibit: A							
CATEGORY		RATE ELEMENTS				Interi m	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l			
										Rec	Nonrecurring		Nonrecurring		OSS Rates(\$)					
											First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS																				
ACCESS DAILY USAGE FILE (ADUF)																				
		ADUF: Message Processing, per message							N/A	0.001857										
		ADUF: Data Transmission (CONNECT:DIRECT), per message							N/A	0.0001245										
OPTIONAL DAILY USAGE FILE (ODUF)																				
		ODUF: Recording, per message							N/A	0.0000136										
		ODUF: Message Processing, per message							N/A	0.002506										
		ODUF: Message Processing, per Magnetic Tape provisioned							N/A	35.90										
		ODUF: Data Transmission (CONNECT:DIRECT), per message							N/A	0.00010372										
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																				
		CMDS: Message Processing, per message							N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message							N/A	0.001										
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																				

ODUF/ADUF/CMDS - Louisiana													Attachment: 7		Exhibit: A			
CATEGORY		RATE ELEMENTS					Interi m	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l

ODUF/ADUF/CMDS - Mississippi											Attachment: 7		Exhibit: A																
CATEGORY		RATE ELEMENTS				Interi m	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l												
										Rec	Nonrecurring		Nonrecurring		OSS Rates(\$)														
											First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN									
ODUF/ADUF/CMDS																													
ACCESS DAILY USAGE FILE (ADUF)																													
		ADUF: Message Processing, per message							N/A	0.008087																			
		ADUF: Data Transmission (CONNECT:DIRECT), per message							N/A	0.00012803																			
OPTIONAL DAILY USAGE FILE (ODUF)																													
		ODUF: Recording, per message							N/A	0.0000063																			
		ODUF: Message Processing, per message							N/A	0.004707																			
		ODUF: Message Processing, per Magnetic Tape provisioned							N/A	49.04																			
		ODUF: Data Transmission (CONNECT:DIRECT), per message							N/A	0.00010669																			
CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																													
		CMDS: Message Processing, per message							N/A	0.004																			
		CMDS: Data Transmission (CONNECT:DIRECT), per message							N/A	0.001																			
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																													

ODUF/ADUF/CMDS - North Carolina													Attachment: 7		Exhibit: A					
CATEGORY		RATE ELEMENTS				Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
										Rec	Nonrecurring		Nonrecurring		OSS Rates(\$)					
											First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS																				
		ACCESS DAILY USAGE FILE (ADUF)																		
		ADUF: Message Processing, per message							N/A	0.004										
		ADUF: Data Transmission (CONNECT:DIRECT), per message							N/A	0.001										
		OPTIONAL DAILY USAGE FILE (ODUF)																		
		ODUF: Recording, per message							N/A	0.0003										
		ODUF: Message Processing, per message							N/A	0.0032										
		ODUF: Message Processing, per Magnetic Tape provisioned							N/A	54.61										
		ODUF: Data Transmission (CONNECT:DIRECT), per message							N/A	0.0004										
		CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																		
		CMDS: Message Processing, per message							N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message							N/A	0.001										
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																				

ODUF/ADUF/CMDS - South Carolina														Attachment: 7		Exhibit: A		
CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l		
							Rec	Nonrecurring		Nonrecurring		OSS Rates(\$)						
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
ODUF/ADUF/CMDS																		
	ACCESS DAILY USAGE FILE (ADUF)																	
		ADUF: Message Processing, per message				N/A	0.008061											
		ADUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00013036											
	OPTIONAL DAILY USAGE FILE (ODUF)																	
		ODUF: Recording, per message				N/A	0.0000216											
		ODUF: Message Processing, per message				N/A	0.004704											
		ODUF: Message Processing, per Magnetic Tape provisioned				N/A	48.87											
		ODUF: Data Transmission (CONNECT:DIRECT), per message				N/A	0.00010863											
	CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																	
		CMDS: Message Processing, per message				N/A	0.004											
		CMDS: Data Transmission (CONNECT:DIRECT), per message				N/A	0.001											
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																		

ODUF/ADUF/CMDS - Tennessee														Attachment: 7		Exhibit: A				
CATEGORY		RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
										Rec	Nonrecurring		Nonrecurring		OSS Rates(\$)					
											First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
ODUF/ADUF/CMDS																				
		ACCESS DAILY USAGE FILE (ADUF)																		
		ADUF: Message Processing, per message							N/A	0.004										
		ADUF: Data Transmission (CONNECT:DIRECT), per message							N/A	0.001										
		OPTIONAL DAILY USAGE FILE (ODUF)																		
		ODUF: Recording, per message							N/A	0.0000044										
		ODUF: Message Processing, per message							N/A	0.0027366										
		ODUF: Message Processing, per Magnetic Tape provisioned							N/A	52.75										
		ODUF: Data Transmission (CONNECT:DIRECT), per message							N/A	0.0000339										
		CENTRALIZED MESSAGE DISTRIBUTION SERVICE (CMDS)																		
		CMDS: Message Processing, per message							N/A	0.004										
		CMDS: Data Transmission (CONNECT:DIRECT), per message							N/A	0.001										
Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																				

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated with BellSouth's Competitive Structure Provisioning Center.

ATTACHMENT 9

PERFORMANCE MEASUREMENTS

PERFORMANCE MEASUREMENTS

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements as of the date specified by the Commission. Performance Measurements that have been Ordered in a particular state can currently be accessed via the internet at <https://pmap.bellsouth.com>. At the request of the Tennessee Regulatory Authority (TRA), the following Regional Service Quality Measurements (SQM) plan is being included as the performance measurements currently in place for the state of Tennessee. At such time that the TRA issues an Order pertaining to Performance Measurements, such Performance Measurements shall supersede the Regional SQM contained in the Agreement.

BellSouth Service Quality Measurement Plan (SQM)

Region Performance Metrics

**Measurement Descriptions
Version 0.05**

Issue Date: December 21, 2001

Introduction

The BellSouth Service Quality Measurement Plan (SQM) describes in detail the measurements produced to evaluate the quality of service delivered to BellSouth's customers both wholesale and retail. The SQM was developed to respond to the requirements of the Communications Act of 1996 Section 251 (96 Act) which required BellSouth to provide non-discriminatory access to Competitive Local Exchange Carriers (CLEC)¹ and its Retail Customers. The reports produced by the SQM provide regulators, CLECs and BellSouth the information necessary to monitor the delivery of non-discriminatory access.

This plan results from the many divergent forces evolving from the 96 Act. The 96 Act, the Georgia Public Service Commission (GPSC) Order (Docket 7892-U 12/30/97), LCUG 1-7.0, the FCC's NPRM (CC Docket 98-56 RM9101 04/17/98), the Louisiana Public Service Commission (LPSC) Order (Docket U-22252 Subdocket C 04/19/98), numerous arbitration cases, LPSC sponsored collaborative workshops (10/98-02/00), and proceedings in Alabama, Mississippi, and North Carolina have and continue to influence the SQM.

The SQM and the reports flowing from it must change to reflect the dynamic requirements of the industry. New measurements are added as new products, systems, and processes are developed and fielded. New products and services are added as the markets for them develop and the processes stabilize. The measurements are also changed to reflect changes in systems, correct errors, and respond to both 3rd Party audit requirements and Commission requirements.

This document is intended for use by someone with knowledge of telecommunications industry, information technologies and a functional knowledge of the subject areas covered by the BellSouth Performance Measurements and the reports that flow from them.

Once it is approved, the most current copy of this document can be found on the web at URL: <https://pmap.bellsouth.com> in the Documentation Downloads folder.

Report Publication Dates

Each month, preliminary SQM reports will be posted to BellSouth's SQM web site (<https://www.pmap.bellsouth.com>) by 8:00 A.M. EST on the 21st day of each month or the first business day after the 21st. Final validated SQM reports will be posted by 8:00 A.M. on the last day of the month. Reports not posted by this time will be considered late for SEEM payment purposes. SEEM reports will be posted on the 15th of the following month. Payments due will also be paid on the 15th of the following month. For instance: May data will be posted in preliminary SQM reports on June 21. Final validated SQM reports will be posted on the last day of June. Final validated SEEM reports will be posted and payments mailed on July 15th. In the event the 15th falls on a weekend or holiday, reports and payments will be posted/made the next business day.

¹ *Alternative Local Exchange Companies (ALEC) and Competing Local Providers (CLP) are referred to as Competitive Local Exchange Carriers (CLEC) in this document.*

Report Delivery Methods

CLEC SQM and SEEM reports will be considered delivered when posted to the web site. Commissions will be given access to the web site. In addition, a copy of the Monthly State Summary reports will be filed with the appropriate Commissions as soon as possible after the last day of each month.

Document Number: RGN-V005-122101

Contents

Section 1: Operations Support Systems (OSS)	1-1
OSS-1: Average Response Time and Response Interval (Pre-Ordering/ Ordering)	1-1
OSS-2: Interface Availability (Pre-Ordering/Ordering)	1-5
OSS-3: Interface Availability (Maintenance & Repair)	1-7
OSS-4: Response Interval (Maintenance & Repair)	1-9
PO-1: Loop Makeup - Response Time – Manual	1-11
PO-2: Loop Makeup - Response Time - Electronic	1-13
Section 2: Ordering	2-1
O-1: Acknowledgement Message Timeliness	2-1
O-2: Acknowledgement Message Completeness	2-3
O-3: Percent Flow-Through Service Requests (Summary)	2-4
O-4: Percent Flow-Through Service Requests (Detail)	2-6
O-5: Flow-Through Error Analysis	2-9
O-6: CLEC LSR Information	2-10
LSR Flow Through Matrix	2-11
O-7: Percent Rejected Service Requests	2-14
O-8: Reject Interval	2-16
O-9: Firm Order Confirmation Timeliness	2-19
O-10: Service Inquiry with LSR Firm Order Confirmation (FOC) Response Time Manual	2-22
O-11: Firm Order Confirmation and Reject Response Completeness	2-24
O-12: Speed of Answer in Ordering Center	2-26
O-13: LNP-Percent Rejected Service Requests	2-27
O-14: LNP-Reject Interval Distribution & Average Reject Interval	2-29
O-15: LNP-Firm Order Confirmation Timeliness Interval Distribution & Firm Order Confirmation Average Interval	2-32
Section 3: Provisioning	3-1
P-1: Mean Held Order Interval & Distribution Intervals	3-1
P-2: Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notices	3-3
P-3: Percent Missed Installation Appointments	3-5
P-4: Average Completion Interval (OCI) & Order Completion Interval Distribution	3-8
P-5: Average Completion Notice Interval	3-11
P-6: % Completions/Attempts without Notice or < 24 hours Notice	3-13
P-7: Coordinated Customer Conversions Interval	3-15
P-7A: Coordinated Customer Conversions – Hot Cut Timeliness% Within Interval and Average Interval	3-17
P-7B: Coordinated Customer Conversions – Average Recovery Time	3-19
P-7C: Hot Cut Conversions - % Provisioning Troubles Received Within 7 days of a completed Service Order	3-21
P-8: Cooperative Acceptance Testing - % of xDSL Loops Tested	3-23
P-9: % Provisioning Troubles within 30 days of Service Order Completion	3-25
P-10: Total Service Order Cycle Time (TSOCT)	3-28
P-11: Service Order Accuracy	3-30
P-12: LNP-Percent Missed Installation Appointments	3-32
P-13: LNP-Average Disconnect Timeliness Interval & Disconnect Timeliness Interval Distribution	

.....	3-34
P-14: LNP-Total Service Order Cycle Time (TSOCT)	3-36
Section 4: Section 4: Maintenance & Repair.....	4-1
M&R-1: Missed Repair Appointments.....	4-1
M&R-2: Customer Trouble Report Rate	4-3
M&R-3: Maintenance Average Duration	4-5
M&R-4: Percent Repeat Troubles within 30 Days.....	4-7
M&R-5: Out of Service (OOS) > 24 Hours	4-9
M&R-6: Average Answer Time – Repair Centers	4-11
M&R-7: Mean Time To Notify CLEC of Network Outages.....	4-12
Section 5: Billing.....	5-1
B-1: Invoice Accuracy	5-1
B2: Mean Time to Deliver Invoices	5-3
B3: Usage Data Delivery Accuracy.....	5-5
B4: Usage Data Delivery Completeness.....	5-6
B5: Usage Data Delivery Timeliness	5-7
B6: Mean Time to Deliver Usage.....	5-8
B7: Recurring Charge Completeness.....	5-9
B8: Non-Recurring Charge Completeness.....	5-10
Section 6: Operator Services And Directory Assistance	6-1
OS-1: Speed to Answer Performance/Average Speed to Answer - Toll	6-1
OS-2: Speed to Answer Performance/Percent Answered with “X” Seconds - Toll.....	6-2
DA-1: Speed to Answer Performance/Average Speed to Answer - Directory Assistance (DA).....	6-3
DA-2: Speed to Answer Performance/Percent Answered within “X” Seconds - Directory Assistance (DA)	6-4
Section 7: Database Update Information.....	7-1
D-1: Average Database Update Interval.....	7-1
D-2: Percent Database Update Accuracy.....	7-3
D-3: Percent NXXs and LRNs Loaded by the LERG Effective Date	7-5
Section 8: E911	8-1
E-1: Timeliness.....	8-1
E-2: Accuracy.....	8-2
E-3: Mean Interval	8-3
Section 9: Trunk Group Performance.....	9-1
TGP-1: Trunk Group Performance-Aggregate	9-1
TGP-2: Trunk Group Performance-CLEC Specific	9-3
Section 10: Collocation	10-1
C-1: Collocation Average Response Time.....	10-1
C-2: Collocation Average Arrangement Time	10-2
C-3: Collocation Percent of Due Dates Missed.....	10-3
Section 11: Change Management.....	11-4
CM-1: Timeliness of Change Management Notices	11-4
CM-2: Change Management Notice Average Delay Days.....	11-5

CM-3: Timeliness of Documents Associated with Change	11-6
CM-4: Change Management Documentation Average Delay Days	11-7
CM-5: Notification of CLEC Interface Outages	11-8
Section 12: Bona Fide / New Business Request Process	12-1
BFR-1: Percentage of BFR/NBR Requests Processed Within 30 Business Days	12-1
BFR-2: Percentage of Quotes Provided for Authorized BFR/NBR Requests Processed Within X (10/30/60) Business Days.....	12-2
Appendix A: Reporting Scope.....	1
A-1: Standard Service Groupings.....	1
A-2: Standard Service Order Activities	1
Appendix B: Glossary of Acronyms and Terms.....	1
Appendix C: BellSouth Audit Policy.....	1

Section 1: Operations Support Systems (OSS)

OSS-1: Average Response Time and Response Interval (Pre-Ordering/Ordering)

Definition

Average response time and response intervals are the average times and number of requests responded to within certain intervals for accessing legacy data associated with appointment scheduling, service & feature availability, address verification, request for Telephone numbers (TNs), and Customer Service Records (CSRs).

Exclusions

None

Business Rules

The average response time for retrieving pre-order/order information from a given legacy system is determined by summing the response times for all requests submitted to the legacy systems during the reporting period and dividing by the total number of legacy system requests for that month.

The response interval starts when the client application (LENS or TAG for CLECs and RNS or ROS for BellSouth) submits a request to the legacy system and ends when the appropriate response is returned to the client application. The number of accesses to the legacy systems during the reporting period which take less than 2.3 seconds, the number of accesses which take more than 6 seconds, and the number which are less than or equal to 6.3 seconds are also captured.

Calculation

Response Time = (a - b)

- a = Date & Time of Legacy Response
- b = Date & Time of Legacy Request

Average Response Time = c / d

- c = Sum of Response Times
- d = Number of Legacy Requests During the Reporting Period

Report Structure

- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Legacy Contract (per reporting dimension) • Response Interval • Regional Scope 	<ul style="list-style-type: none"> • Report Month • Legacy Contract (per reporting dimension) • Response Interval • Regional Scope

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • RSAG – Address (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system. • RSAG – TN (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address. 	

<p>CLECs and BellSouth query this legacy system.</p> <ul style="list-style-type: none"> • ATLAS (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve telephone numbers. CLECs and BellSouth query this legacy system. • COFFI (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system. • DSAP (DOE Support Application) – provides due date information. CLECs and BellSouth query this legacy system. • HAL/CRIS (Hands-Off Assignment Logic/Customer Record Information System) – a system used to access the Business Office Customer Record Information System (BOCRIS). It allows BellSouth servers, including LENS, access to legacy systems. CLECs query this legacy system. • P/SIMS (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system. • OASIS (Obtain Available Services Information Systems) – Information on feature and rate availability. BellSouth queries this legacy system. 	
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Table 1: Legacy System Access Times For RNS

System	Contract	Data	< 2.3 sec.	> 6 sec.	<= 6.3 sec.	Avg. Sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSACCTS	CSR	x	x	x	x	x
OASIS	OASISCAR	Feature/Service	x	x	x	x	x
OASIS	OASISLPC	Feature/Service	x	x	x	x	x
OASIS	OASISMTN	Feature/Service	x	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x	x

Table 2: Legacy System Access Times For R0S

System	Contract	Data	< 2.3 sec.	> 6 sec.	<= 6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSOCSR	CSR	x	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x	x

Table 3: Legacy System Access Times For LENS

System	Contract	Data	< 2.3 sec.	> 6 sec.	<6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
HAL	HAL/CRIS	CSR	x	x	x	x	x
COFFI	COFFI/USOC	Feature/Service	x	x	x	x	x
P/SIMS	PSIMS/ORB	Feature/Service	x	x	x	x	x

Table 4: Legacy System Access Times For TAG

System	Contract	Data	< 2.3 sec.	> 6 sec.	<6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
ATLAS	ATLAS-MLH	TN	x	x	x	x	x
ATLAS	ATLAS-DID	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSECSRL	CSR	x	x	x	x	x
CRIS	CRSECSR	CSR	x	x	x	x	x

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

Note: CLEC specific data is not available in this measure. Queries of this sort do not have company specific signatures.

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • RSAG – Address (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system. • RSAG – TN (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address. CLECs and BellSouth query this legacy system. • ATLAS (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve telephone numbers. CLECs and BellSouth query this legacy system. • COFFI (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system. • DSAP (DOE Support Application) – provides due date information. CLECs and BellSouth query this legacy system. • HAL/CRIS (Hands-Off Assignment Logic/Customer Record Information System) – a system used to access the 	<ul style="list-style-type: none"> • Percent Response Received within 6.3 seconds: > 95% • Parity + 2 seconds

<p>Business Office Customer Record Information System (BOCRIS). It allows BellSouth servers, including LENS, access to legacy systems. CLECs query this legacy system.</p> <ul style="list-style-type: none"> • P/SIMS (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system. • OASIS (Obtain Available Services Information Systems) – Information on feature and rate availability. BellSouth queries this legacy system. 	
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SEEM OSS Legacy Systems

System	BellSouth	CLEC
Telephone Number/Address		
RSAG-ADDR	RNS, ROS	TAG, LENS
RSAG-TN	RNS, ROS	TAG, LENS
ATLAS	RNS,ROS	TAG, LENS
Appointment Scheduling		
DSAP	RNS, ROS	TAG, LENS
CSR Data		
CRSACCTS	RNS	
CRSOCSR	ROS	
HAL/CRIS		LENS
CRSECSRL		TAG
CRSECSR		TAG
Service/Feature Availability		
OASISBIG	RNS, ROS	
PSIMS/ORB		LENS

OSS-2: Interface Availability (Pre-Ordering/Ordering)

Definition

Percent of time applications are functionally available as compared to scheduled availability. Calculations are based upon availability of applications and interfacing applications utilized by CLECs for pre-ordering and ordering. "Functional Availability" is defined as the number of hours in the reporting period that the applications/interfaces are available to users. "Scheduled Availability" is defined as the number of hours in the reporting period that the applications/interfaces are scheduled to be available.

Scheduled availability is posted on the Interconnection web site: (www.interconnection.bellsouth.com/oss/oss_hour.html)

Exclusions

- CLEC-impacting troubles caused by factors outside of BellSouth's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc.
- Degraded service, e.g., slow response time, loss of non-critical functionality, etc.

Business Rules

This measurement captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. Only full outages are included in the calculations for this measure. Full outages are defined as occurrences of either of the following:

- Application/interfacing application is down or totally inoperative.
- Application is totally inoperative for customers attempting to access or use the application. This includes transport outages when they may be directly associated with a specific application.

Comparison to an internal benchmark provides a vehicle for determining whether or not CLECs and retail BST entities are given comparable opportunities for use of pre-ordering and ordering systems.

Calculation

Interface Availability (Pre-Ordering/Ordering) = (a / b) X 100

- a = Functional Availability
- b = Scheduled Availability

Report Structure

- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Legacy Contract Type (per reporting dimension) • Regional Scope • Hours of Downtime 	<ul style="list-style-type: none"> • Report Month • Legacy Contract Type (per reporting dimension) • Regional Scope • Hours of Downtime

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • Regional Level 	<ul style="list-style-type: none"> • >= 99.5%

OSS Interface Availability

Application	Applicable to	% Availability
EDI	CLEC	x
TAG	CLEC	x
LENS	CLEC	x
LEO	CLEC	x
LESOG	CLEC	x
LNP Gateway	CLEC	x
COG	CLEC	Under Development
SOG	CLEC	Under Development
DOM	CLEC	Under Development
DOE	CLEC/BellSouth	x
SONGS	CLEC/BellSouth	x
ATLAS/COFFI	CLEC/BellSouth	x
BOCRIS	CLEC/BellSouth	x
DSAP	CLEC/BellSouth	x
RSAG	CLEC/BellSouth	x
SOCS	CLEC/BellSouth	x
CRIS	CLEC/BellSouth	x

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level	• >= 99.5%

SEEM OSS Interface Availability

Application	Applicable to	% Availability
EDI	CLEC	x
HAL	CLEC	x
LENS	CLEC	x
LEO Mainframe	CLEC	x
LESOG	CLEC	x
PSIMS	CLEC	x
TAG	CLEC	x

OSS-3: Interface Availability (Maintenance & Repair)

Definition

Percent of time applications are functionally available as compared to scheduled availability. Calculations are based upon availability of applications and interfacing applications utilized by CLECs for maintenance and repair. "Functional Availability" is defined as the number of hours in the reporting period that the applications/interfaces are available to users. "Scheduled Availability" is defined as the number of hours in the reporting period that the applications/interfaces are scheduled to be available.

Scheduled availability is posted on the Interconnection web site: (www.interconnection.bellsouth.com/oss/oss_hour.html)

Exclusions

- CLEC-impacting troubles caused by factors outside of BellSouth's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc.
- Degraded service, e.g., slow response time, loss of non-critical functionality, etc.

Business Rules

This measurement captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. Only full outages are included in the calculations for this measure. Full outages are defined as occurrences of either of the following:

- Application/interfacing application is down or totally inoperative.
- Application is totally inoperative for customers attempting to access or use the application. This includes transport outages when they may be directly associated with a specific application.

Comparison to an internal benchmark provides a vehicle for determining whether or not CLECs and retail BST entities are given comparable opportunities for use of maintenance and repair systems.

Calculation

OSS Interface Availability $(a / b) \times 100$

- a = Functional Availability
- b = Scheduled Availability

Report Structure

- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Availability of CLEC TAFI • Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCM • ECTA 	<ul style="list-style-type: none"> • Availability of BellSouth TAFI • Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCM

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • Regional Level 	<ul style="list-style-type: none"> • $\geq 99.5\%$

OSS Interface Availability (M&R)

OSS Interface	% Availability
BST TAFI	x
CLEC TAFI	x
CLEC ECTA	x
BellSouth & CLEC	x
CRIS	x
LMOS HOST	x
LNP	x
MARCH	x
OSPCM	x
PREDICTOR	x
SOCS	x

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level	• >= 99.5%

OSS Interface Availability (M&R)

OSS Interface	% Availability
CLEC TAFI	x
CLEC ECTA	x

OSS-4: Response Interval (Maintenance & Repair)

Definition

The response intervals are determined by subtracting the time a request is received on the BellSouth side of the interface from the time the response is received from the legacy system. Percentages of requests falling into each interval category are reported, along with the actual number of requests falling into those categories.

Exclusions

None

Business Rules

This measure is designed to monitor the time required for the CLEC and BellSouth interface system to obtain from BellSouth's legacy systems the information required to handle maintenance and repair functions. The clock starts on the date and time when the request is received on the BellSouth side of the interface and the clock stops when the response has been transmitted through that same point to the requester.

Note: The OSS Response Interval BellSouth Total Report is a combination of BellSouth Residence and Business Total.

Calculation

OSS Response Interval = (a - b)

- a = Query Response Date and Time
- b = Query Request Date and Time

Percent Response Interval (per category) = (c / d) X 100

- c = Number of Response Intervals in category "X"
- d = Number of Queries Submitted in the Reporting Period

where, "X" is <= 4, > 4 <= 10, <= 10, > 10, or > 30 seconds.

Report Structure

- Not CLEC Specific
- Not product/service specific
- Regional Level

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• CLEC Transaction Intervals	• BellSouth Business and Residential Transactions Intervals

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Regional Level	• Parity

Legacy System Access Times for M&R

System	BellSouth & CLEC	Count				
		<= 4	> 4 <= 10	<= 10	> 10	> 30
CRIS	x	x	x	x	x	x
DLETH	x	x	x	x	x	x
DLR	x	x	x	x	x	x
LMOS	x	x	x	x	x	x
LMOSupd	x	x	x	x	x	x
LNP	x	x	x	x	x	x
MARCH	x	x	x	x	x	x
OSPCM	x	x	x	x	x	x
Predictor	x	x	x	x	x	x
SOCS	x	x	x	x	x	x
NIW	x	x	x	x	x	x

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

PO-1: Loop Makeup - Response Time – Manual

Definition

This report measures the average interval and percent within the interval from the submission of a Manual Loop Makeup Service Inquiry (LMUSI) to the distribution of Loop Makeup information back to the CLEC.

Exclusions

- Inquiries, which are submitted electronically.
- Designated Holidays are excluded from the interval calculation.
- Weekend hours from 5:00PM Friday until 8:00AM Monday are excluded from the interval calculation.
- Canceled Inquiries.

Business Rules

The CLEC Manual Loop Makeup Service Inquiry (LMUSI) process includes inquiries submitted via mail or FAX to BellSouth's Complex Resale Support Group (CRSG).

This measurement combines three intervals:

1. From receipt of the Service Inquiry for Loop Makeup to hand off to the Service Advocacy Center (SAC) for "Look-up."
2. From SAC start date to SAC complete date.
3. From SAC complete date to date the Complex Resale Support Group (CRSG) distributes loop makeup information back to the CLEC.

The "Receive Date" is defined as the date the Manual LMUSI is received by the CRSG. It is counted as day Zero. LMU "Return Date" is defined as the date the LMU information is sent back to the CLEC from BellSouth. The interval calculation is reset to Zero when a CLEC initiated change occurs on the Manual LMU request.

Note: The Loop Make Up Service Inquiry Form does not require the CLEC to furnish the type of Loop. The CLEC determines whether the loop makeup will support the type of service they wish to order or not and qualifies the loop. If the loop makeup will support the service, a firm order LSR is submitted by the CLEC.

Calculation

Response Interval = (a - b)

- a = Date and Time LMUSI returned to CLEC
- b = Date and Time the LMUSI is received

Average Interval = (c / d)

- c = Sum of all Response Intervals
- d = Total Number of LMUSIs received within the reporting period

Percent within interval = (e / f) X 100

- e = Total LMUSIs received within the interval
- f = Total Number of LMUSIs processed within the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
 - State
 - Region
- Interval for manual LMUs:
 - 0 – <= 1 day
 - >1 – <= 2 days
 - >2 – <= 3 days
 - 0 - <= 3 days
 - >3 – <= 6 days
 - >6 – <= 10 days
 - > 10 days
- Average Interval in days

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Total Number of Inquiries • SI Intervals • State and Region 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • Loops 	Benchmark <ul style="list-style-type: none"> • 95% <= 3 Business Days

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • Loops 	Benchmark <ul style="list-style-type: none"> • 95% <= 3 Business Days

PO-2: Loop Make Up - Response Time - Electronic

Definition

This report measures the average interval and the percent within the interval from the electronic submission of a Loop Makeup Service Inquiry (LMUSI) to the distribution of Loop Makeup information back to the CLEC.

Exclusions

- Manually submitted inquiries.
- Designated Holidays are excluded from the interval calculation.
- Canceled Requests.
- Scheduled OSS Maintenance.

Business Rules

The response interval starts when the CLEC's Mechanized Loop Makeup Service Inquiry (LMUSI) is submitted electronically through the Operational Support Systems interface, LENS, TAG or RoboTAG. It ends when BellSouth's Loop Facility Assignment and Control System (LFACS) responds electronically to the CLEC with the requested Loop Makeup data via LENS, TAG or RoboTAG Interfaces.

Note: The Loop Make Up Service Inquiry Form does not require the CLEC to furnish the type of Loop. The CLEC determines whether the loop makeup will support the type of service they wish to order or not and qualifies the loop. If the loop makeup will support the service, a firm order LSR is submitted by the CLEC. EDI is not a pre-ordering system, and, therefore, is not applicable in this measure.

Calculation

Response Interval = (a - b)

- a = Date and Time LMUSI returned to CLEC
- b = Date and Time the LMUSI is received

Average Interval = (c / d)

- c = Sum of all response intervals
- d = Total Number of LMUSIs received within the reporting period

Percent within interval = (e / f) X 100

- e = Total LMUSIs received within the interval
- f = Total Number of LMUSIs processed within the reporting period

Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
 - State
 - Region
- Interval for electronic LMUs:
 - 0 – <= 1 minute
 - >1 – <= 5 minutes
 - 0 - <= 5 minutes
 - > 5 – <= 8 minutes
 - > 8 – <= 15 minutes
 - > 15 minutes
- Average Interval in minutes

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Legacy Contract • Response Interval • Regional Scope 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • Loops 	Benchmark <ul style="list-style-type: none"> • 90% <= 5 Minutes (05/01/01) • 95% <= 1 Minute (08/01/01)

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • Loop 	<ul style="list-style-type: none"> • 90% <= 5 Minutes (05/01/01) • 95% <= 1 Minute (08/01/01)

Section 2: Ordering

O-1: Acknowledgement Message Timeliness

Definition

This measurement provides the response interval from the time an LSR or transmission (may contain multiple LSRs from one or more CLECs in multiple states) is electronically submitted via EDI or TAG respectively until an acknowledgement notice is sent by the system.

Exclusions

- Scheduled OSS Maintenance

Business Rules

The process includes EDI & TAG system functional acknowledgements for all messages/Local Service Requests (LSRs) which are electronically submitted by the CLEC. Users of EDI may package many LSRs into one transmission which will receive the acknowledgement message. EDI users may place multiple LSRs in one “envelope” requesting service in one or more states which will mask the identity of the state and CLEC. The start time is the receipt time of the message at BellSouth’s side of the interface (gateway). The end time is when the acknowledgement is transmitted by BellSouth at BellSouth’s side of the interface (gateway). If more than one CLEC uses the same ordering center (aggregator), an Acknowledgement Message will be returned to the “Aggregator”. However, BellSouth will not be able to determine which specific CLEC or state this message represented.

Calculation

Response Interval = (a - b)

- a = Date and Time Acknowledgement Notices returned to CLEC
- b = Date and Time messages/LSRs electronically submitted by the CLEC via EDI or TAG respectively

Average Response Interval = (c / d)

- c = Sum of all Response Intervals
- d = Total number of electronically submitted messages/LSRs received, from CLECs via EDI or TAG respectively, in the Reporting Period.

Reporting Structure

- CLEC Aggregate
- CLEC Specific/Aggregator
- Geographic Scope
 - Region
- Electronically Submitted LSRs
 - 0 – <= 10 minutes
 - >10 – <= 20 minutes
 - >20 – <= 30 minutes
 - 0 – <= 30 minutes
 - >30 – <= 45 minutes
 - >45 – <= 60 minutes
 - >60 – <= 120 minutes
 - >120 minutes
- Average interval for electronically submitted messages/LSRs in minutes

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Record of Functional Acknowledgements 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • EDI • TAG 	<ul style="list-style-type: none"> • EDI <ul style="list-style-type: none"> - 90% <= 30 minutes (05/01/01) - 95% <= 30 minutes (08/01/01) • TAG – 95% <= 30 minutes

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • EDI • TAG 	<ul style="list-style-type: none"> • EDI <ul style="list-style-type: none"> - 90% <= 30 minutes (05/01/01) - 95% <= 30 minutes (08/01/01) • TAG – 95% <= 30 minutes

O-2: Acknowledgement Message Completeness

Definition

This measurement provides the percent of transmissions/LSRs received via EDI or TAG respectively, which are acknowledged electronically.

Exclusions

- Manually submitted LSRs
- Scheduled OSS Maintenance

Business Rules

EDI and TAG send Functional Acknowledgements for all transmissions/LSRs, which are electronically submitted by a CLEC. Users of EDI may package many LSRs from multiple states in one transmission. If more than one CLEC uses the same ordering center, an Acknowledgement Message will be returned to the "Aggregator", however, BellSouth will not be able to determine which specific CLEC this message represented. The Acknowledgement Message is returned prior to the determination of whether the transmission/LSR will be partially mechanized or fully mechanized.

Calculation

Acknowledgement Completeness = (a / b) X 100

- a = Total number of Functional Acknowledgements returned in the reporting period for transmissions/LSRs electronically submitted by EDI or TAG respectively
- b = Total number of electronically submitted transmissions/LSRs received in the reporting period by EDI or TAG respectively

Report Structure

- CLEC Aggregate
- CLEC Specific/Aggregator
- Geographic Scope
 - Region

Note: The Order calls for Mechanized, Partially Mechanized, and Totally Mechanized, however, the Acknowledgement message is generated before the system recognizes whether this electronic transmission will be partially or fully mechanized.

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Record of Functional Acknowledgements 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • EDI • TAG 	<ul style="list-style-type: none"> • Benchmark: 100%

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • EDI • TAG 	<ul style="list-style-type: none"> • Benchmark: 100%

O-3: Percent Flow-Through Service Requests (Summary)

Definition

The percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual intervention.

Exclusions

- Fatal Rejects
- Auto Clarification
- Manual Fallout
- CLEC System Fallout
- Scheduled OSS Maintenance

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI and LENS), that flow through and reach a status for a FOC to be issued, without manual intervention. These LSRs can be divided into two classes of service: Business and Residence, and two types of service: Resale, and Unbundled Network Elements (UNE). The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier) or are not designed to flow through (for example, Manual Fallout.)

Definitions:

Fatal Rejects: Errors that prevent an LSR, submitted electronically by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO/LNP Gateway will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO/LNP Gateway will reject the LSR and the CLEC will receive a Fatal Reject.

Auto-Clarification: Clarifications that occur due to invalid data within the LSR. LESOG/LAUTO will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, or if the LNP is not available for the NPA NXXX requested, the CLEC will receive an Auto-Clarification.

Manual Fallout: Planned Fallout that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG/LAUTO will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:

- | | |
|---|--|
| 1. Complex* | 8. Denials-restore and conversion, or disconnect and conversion orders |
| 2. Special pricing plans | 9. Class of service invalid in certain states with some types of service |
| 3. Some Partial migrations | 10. Low volume such as activity type "T" (move) |
| 4. New telephone number not yet posted to BOCRIS | 11. More than 25 business lines, or more than 15 loops |
| 5. Pending order review required | 12. Transfer of calls option for the CLEC end users |
| 6. CSR inaccuracies such as invalid or missing CSR data in CRIS | 13. Directory Listings (Intentions and Captions) |
| 7. Expedites (requested by the CLEC) | |

*See LSR Flow-Through Matrix following O-6 for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.

Total System Fallout: Errors that require manual review by the LSCS to determine if the error is caused by the CLEC, or is due to BellSouth system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC for clarification. If it is determined the error is BellSouth caused, the LCSC representative will correct the error, and the LSR will continue to be processed.

Z Status: LSRs that receive a supplemental LSR submission prior to final disposition of the original LSR.

Calculation

Percent Flow Through = $a / [b - (c + d + e + f)] \times 100$

- a = The total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that fall out for manual processing
- d = the number of LSRs that are returned to the CLEC for clarification
- e = the number of LSRs that contain errors made by CLECs
- f = the number of LSRs that receive a Z status

Percent Achieved Flow Through = $a / [b - (c + d + e)] \times 100$

- a = the number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that are returned to the CLEC for clarification
- d = the number of LSRs that contain errors made by CLECs
- e = the number of LSRs that receive Z status

Report Structure

- CLEC Aggregate
 - Region

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Total Number of LSRs Received, by Interface, by CLEC <ul style="list-style-type: none"> - TAG - EDI - LENS • Total Number of Errors by Type, by CLEC <ul style="list-style-type: none"> - Fatal Rejects - Auto Clarification - CLEC Caused System Fallout • Total Number of Errors by Error Code • Total Fallout for Manual Processing 	<ul style="list-style-type: none"> • Report Month • Total Number of Errors By Type <ul style="list-style-type: none"> - Bellsouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark ²
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark ³
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

² Benchmarks do not apply to the "Percent Achieved Flow Through."

³ Benchmarks do not apply to the "Percent Achieved Flow Through."

O-4: Percent Flow-Through Service Requests (Detail)

Definition

A detailed list, by CLEC, of the percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual or human intervention.

Exclusions

- Fatal Rejects
- Auto Clarification
- Manual Fallout
- CLEC System Fallout
- Scheduled OSS Maintenance

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued, without manual intervention. These LSRs can be divided into two classes of service: Business and Residence, and three types of service: Resale, and Unbundled Network Elements (UNE). The CLEC mechanized ordering process does not include LSRs, which are submitted manually (for example, fax and courier) or are not designed to flow through (for example, Manual Fallout.)

Definitions:

Fatal Rejects: Errors that prevent an LSR, submitted electronically by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO/LNP Gateway will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO/LNP Gateway will reject the LSR and the CLEC will receive a Fatal Reject.

Auto-Clarification: Clarifications that occur due to invalid data within the LSR. LESOG/LAUTO will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, or if the LNP is not available for the NPA NXXX requested, the CLEC will receive an Auto-Clarification.

Manual Fallout: Planned Fallout that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG/LAUTO will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:

- | | |
|---|--|
| 1. Complex* | 8. Denials-restore and conversion, or disconnect and conversion orders |
| 2. Special pricing plans | 9. Class of service invalid in certain states with some types of service |
| 3. Some Partial migrations | 10. Low volume such as activity type "T" (move) |
| 4. New telephone number not yet posted to BOCRIS | 11. More than 25 business lines, or more than 15 loops |
| 5. Pending order review required | 12. Transfer of calls option for the CLEC end users |
| 6. CSR inaccuracies such as invalid or missing CSR data in CRIS | 13. Directory Listings (Indentations and Captions) |
| 7. Expedites (requested by the CLEC) | |

*See LSR Flow-Through Matrix following O-6 for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.

Total System Fallout: Errors that require manual review by the LCSCS to determine if the error is caused by the CLEC, or is due to BellSouth system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC for clarification. If it is determined the error is BellSouth caused, the LCSC representative will correct the error, and the LSR will continue to be processed.

Z Status: LSRs that receive a supplemental LSR submission prior to final disposition of the original LSR.

Calculation

Percent Flow Through = $a / [b - (c + d + e + f)] \times 100$

- a = The total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that fall out for manual processing
- d = the number of LSRs that are returned to the CLEC for clarification
- e = the number of LSRs that contain errors made by CLECs
- f = the number of LSRs that receive a Z status

Percent Achieved Flow Through = $a / [b - (c + d + e)] \times 100$

- a = the number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that are returned to the CLEC for clarification
- d = the number of LSRs that contain errors made by CLECs
- e = the number of LSRs that receive Z status

Report Structure

Provides the flow through percentage for each CLEC (by alias designation) submitting LSRs through the CLEC mechanized ordering process. The report provides the following:

- CLEC (by alias designation)
- Number of fatal rejects
- Mechanized interface used
- Total mechanized LSRs
- Total manual fallout
- Number of auto clarifications returned to CLEC
- Number of validated LSRs
- Number of BellSouth caused fallout
- Number of CLEC caused fallout
- Number of Service Orders Issued
- Base calculation
- CLEC error excluded calculation

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Total Number of LSRs Received, by Interface, by CLEC <ul style="list-style-type: none"> - TAG - EDI - LENS • Total Number of Errors by Type, by CLEC <ul style="list-style-type: none"> - Fatal Rejects - Auto Clarification - CLEC Errors • Total Number of Errors by Error Code • Total Fallout for Manual Processing 	<ul style="list-style-type: none"> • Report Month • Total Number of Errors by Type <ul style="list-style-type: none"> - Bellsouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark ⁴
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

⁴ Benchmarks do not apply to the "Percent Achieved Flow Through."

SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark ⁵
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

⁵ Benchmarks do not apply to the "Percent Achieved Flow Through."

O-5: Flow-Through Error Analysis

Definition

An analysis of each error type (by error code) that was experienced by the LSRs that did not flow through or reached a status for a FOC to be issued.

Exclusions

Each Error Analysis is error code specific, therefore exclusions are not applicable.

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued. The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier).

Calculation

Total for each error type.

Report Structure

Provides an analysis of each error type (by error code). The report is in descending order by count of each error code and provides the following:

- Error Type (by error code)
- Count of each error type
- Percent of each error type
- Cumulative percent
- Error Description
- CLEC Caused Count of each error code
- Percent of aggregate by CLEC caused count
- Percent of CLEC caused count
- BellSouth Caused Count of each error code
- Percent of aggregate by BellSouth caused count
- Percent of BellSouth by BellSouth caused count

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Total Number of LSRs Received • Total Number of Errors by Type (by error code) - CLEC Caused Error 	<ul style="list-style-type: none"> • Report Month • Total Number of Errors by Type (by error code) - BellSouth System Error

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Not Applicable	• Not Applicable

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

O-6: CLEC LSR Information

Definition

A list with the flow through activity of LSRs by CC, PON and Ver, issued by each CLEC during the report period.

Exclusions

- Fatal Rejects
- LSRs submitted manually

Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued. The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier).

Calculation

Not Applicable

Report Structure

Provides a list with the flow through activity of LSRs by CC, PON and Ver, issued by each CLEC during the report period with an explanation of the of the columns and content. This report is available on a CLEC specific basis. The report provides the following for each LSR.

- CC
- PON
- Ver
- Timestamp
- Type
- Err #
- Note or Error Description

Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> • Report Month • Record of LSRs Received by CC, PON and Ver • Record of Timestamp, Type, Err # and Note or Error Description for each LSR by CC, PON and Ver 	<ul style="list-style-type: none"> • Not Applicable

SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> • Not Applicable 	<ul style="list-style-type: none"> • Not Applicable

SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> • Not Applicable 	<ul style="list-style-type: none"> • Not Applicable

LSR Flow Through Matrix

Product	Product Type	Reqtype	ACT Type	F/T ³	Comple x Service	Complex Order	Planned Fallout For Manual Handling ¹	EDI	TAG ²	LEN S ⁴
2 wire analog DID trunk port	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
2 wire analog port	U	A	N,T	No	UNE	No	Yes	Y	Y	N
2 wire ISDN digital line	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
2 wire ISDN digital loop	U,C	A	N,T	Yes	UNE	Yes	No	Y	Y	N
3 Way Calling	R,B	E,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
4 wire analog voice grade loop	U,C	A	N,T	Yes	UNE	Yes	No	Y	Y	N
4 wire DSO & PRI digital loop	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
4 wire DS1 & PRI digital loop	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
4 wire ISDN DSI digital trunk ports	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
Accupulse	C	E	N,C,T,V,W	No	Yes	Yes	NA	N	N	N
ADSL	R,B,C	E	V,W	No	UNE	No	No	Y	Y	N
Area Plus	R,B	E,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Basic Rate ISDN	U,C	A	N,T	No	Yes	Yes	Yes	Y	Y	N
Basic Rate ISDN 2 Wire	C	E	C, D,T,V,W	No	Yes	Yes	Yes	Y	Y	N
Basic Rate ISDN 2 Wire	C	E	N,T	No	Yes	Yes	N/A	N	N	N
Basic Rate ISDN 2 Wire UNE P	C	M	N,C,D,V	No	YES	Yes	N/A	N	N	N
Analog Data/Private Line	C	E	N, C, T, V, W, D, P, Q	No	Yes	Yes	N/A	N	N	N
Call Block	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Forwarding	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Return	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Selector	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Tracing	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Waiting	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Waiting Deluxe	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Caller ID	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
CENTREX	C	P	V,P	No	Yes	Yes	NA	N	N	N
DID ACT W	C	N	W	No	Yes	Yes	Yes	Y	Y	Y
Digital Data Transport	U	E	N,C,T,V,W	No	UNE	Yes	NA	N	N	N
Directory Listing Indentions	B,U	B,C,E,F, J,M,N	N,C,T,R,V,W,P,Q	No	No	No	Yes	Y	Y	Y
Directory Listings Captions	R,B,U	B,C,E,F, J,M,N	N,C,T,R,V,W,P,Q	No	No	Yes	Yes	Y	Y	Y
Directory Listings (simple)	R,B,U	B,C,E,F, J,M,N	N,C,T,R,V,W,P,Q	Yes	No	No	No	Y	Y	Y
DS3	U	A,M	N,C,V	No	UNE	Yes	NA	N	N	N
DS1Loop	U	A,M	N,C,V	Yes	UNE	Yes	No	Y	Y	N
DSO Loop	U	A, B	N,C,D,T,V	Yes	UNE	Yes	No	Y	Y	N
Enhanced Caller ID	R,B	E,M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
ESSX	C	P	C,D,T,V,S,B,W,L ,P,Q	No	Yes	Yes	NA	N	N	N
Flat Rate/Business	B	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
Flat Rate/Residence	R	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
FLEXSERV	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Frame Relay	C	E	N,C,D,V,W	No	Yes	Yes	NA	N	N	N
FX	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Ga. Community Calling	R,B	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
HDSL	U	A	N,C,D	Yes	UNE	No	No	Y	Y	N
Hunting MLH	R,B	E, M	C,D,N,T,V,W	No	C/S4	C/S	Yes	Y	Y	N
Hunting Series Completion	R,B	E, M	C,D,N,T,V,W	Yes	C/S	C/S	No	Y	Y	Y
INP to LNP Conversion	U	C	C	No	UNE	Yes	Yes	Y	Y	N

Product	Product Type	Reqtype	ACT Type	F/T ³	Comple x Service	Complex Order	Planned Fallout For Manual Handling ¹	EDI	TAG ²	LEN S ⁴
LightGate	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Line Sharing	U	A	C,D	Yes	UNE	No	No	Y	Y	Y
Local Number Portability	U	C	C,D,P,V,Q	Yes	UNE	Yes	No	Y	Y	N
LNP With Complex Listing	C	C	P,V,Q,W	No	UNE	Yes	Yes	Y	Y	N
LNP with Partial Migration	U	C	D,P,V,Q	No	UNE	Yes	Yes	Y	Y	N
LNP with Complex Services	C	C	P,V,Q,W	No	UNE	Yes	Yes	Y	Y	N
Loop+INP	U	B	D,P,V,Q	Yes	UNE	No	No	Y	Y	N
Loop+LNP	U	B	C,D,N,V	Yes	UNE	No	No	Y	Y	N
Measured Rate/Bus	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Measured Rate/Res	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Megalink	C	E	N,V,W,T,D,C,P,Q	No	Yes	Yes	NA	N	N	N
Megalink-T1	C	E,M	N,V,W,T,D,C,P,Q	No	Yes	Yes	NA	N	N	N
Memory Call	R,B	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
Memory Call Ans. Svc.	R,B	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
Multiserv	C	P	N,C,D,T,V,S,B, W,L,P,Q	No	Yes	Yes	NA	N	N	N
Native Mode LAN Interconnection (NMLI)	C	E	N,C,D,V,W	No	Yes	Yes	NA	N	N	N
Off-Prem Stations	C	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	NA	N	N	N
Optional Calling Plan	R,B	E, M	N	Yes	No	No	No	Y	Y	Y
Package/Complete Choice and Area Plus	R,B	E, M	N,T,C,V,W	Yes	No	No	No	Y	Y	Y
Pathlink Primary Rate ISDN	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Pay Phone Provider	B	E	C,D,T,N,V,W	No	No	No	NA	N	N	N
PBX Standalone Port	C	F	N,C,D	No	Yes	Yes	Yes	Y	Y	N
PBX Trunks	R,B	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	Yes	Y	Y	N
Port/Loop PBX	U	M	A,C,D,V	No	No	No	Yes	Y	Y	N
Port/Loop Simple	U	M	A,C,D,V	Yes	No	No	Yes	Y	Y	Y
Preferred Call Forward	R,B,U	E	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
RCF Basic	R,B	E	N,D,W,T,F	Yes	No	No	No	Y	Y	Y
Remote Access to CF	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Repeat Dialing	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Ringmaster	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Smartpath	R,B	E	C,D,T,N,V,W	No	Yes	Yes	NA	N	N	N
SmartRING	C	E	N,D,C,V,W	No	Yes	Yes	NA	N	N	N
Speed Calling	R,B	E	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Synchronet	C	E	N	Yes	Yes	Yes	Yes	Y	Y	N
Tie Lines	C	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	NA	N	N	N
Touchtone	R,B	E	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Unbundled Loop-Analog 2W, SL1, SL2	U	A,B	C,D,T,N,V,W	Yes	UNE	No	No	Y	Y	Y
WATS	R,B	E	W,D	No	Yes	Yes	NA	N	N	N
XDSL	C,U	A,B	N,T,C,V,D	Yes	UNE	No	No	Y	Y	N
XDSL Extended LOOP	C,U	A,B	N,T,C,V,D	No	UNE	Yes	NA	N	N	N
Collect Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
900 Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
3rd Party Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
Three Way Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
PIC/LPIC Change	R,B	E	T,C,V,	Yes	No	No	No	Y	Y	Y
PIC/LPIC Freeze	R,B	E	N,T,C,V	Yes	No	No	No	Y	Y	Y

Note¹: Planned Fallout for Manual Handling denotes those services that are electronically submitted and are not intended to flow through due to the complexity of the service.